GENERAL RENTAL CONDITIONS RESIDENTIAL SPACE

-- Model by Vereniging van Verhuurmakelaars Amsterdam (VVA), updated on July 15, 2024. The user of this Model is advised to consult an expert when using the Model.
VVA accepts no liability for adverse consequences resulting from the wording of this model.
This model is a translation from the Dutch version. In case of a legal dispute, the original Dutch text of the rental agreement, if and to the extent that it conflicts with this English translation, shall be binding and supersedes the English text.

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1 General

1.1 These General Rental Conditions form part of the rental agreement in which they are declared applicable. If the rental agreement differs from any stipulation of these General Terms and Conditions, the rental agreement will prevail and the differing stipulation shall not be applicable in so far as the rental agreement differs from it.

1.2 Amendments to the rental agreement and/or these General Rental Conditions may only be agreed upon in writing.

1.3 If any stipulation in the rental agreement or these General Rental Conditions is null and void or voidable, the validity of the remaining stipulations will not be affected by it. That which is closest to what the parties would have agreed in a legally permissible manner if they had been aware of the nullity or voidability will be the applicable agreement instead of the nullified or voidable stipulation.

1.4 Where the rental agreement or the General Rental Conditions do not stipulate, statutory provisions prevail. Where statutory provisions do not stipulate, the Tenant and the Landlord will try to come to an arrangement on the relevant matter by agreement and in fairness.

1.5 The Tenant and Landlord declare to be aware of the existence, content and operation of the rent assessment provisions in Book 7 of the Dutch Civil Code (BW), including the regulations based thereon, in particular of the regulation of Article 7:249 BW (testing initial rent) and the periods stated therein.

1.6 Fines for the violation of provisions in these General Rental Conditions will be imposed on the Tenant accordingly, unless the fine due is disproportionate to the violation due to the special circumstances of the case. Special circumstances cannot lead to a higher fine than can be imposed on the basis of the relevant penalty clause.

1.7 When entering into the rental agreement, the Tenant must inform the Landlord whether he is under guardianship or whether he has been placed under administration. The Tenant will provide the personal data of the curator or administrator to the Landlord. If the Tenant is placed under guardianship or administration after entering into the rental agreement, he will immediately report this to the Landlord in writing, stating the personal details of the curator or administrator.

2 Availability, giving possession and acceptance

2.1 If the Premises is not available on the effective date of the rental agreement, the Tenant shall not owe any rent or additional compensation until the day on which the Premises is made available to him. Any and all obligations in this agreement, including the commencement term and rent instalments agreed upon, will be deferred to the date on which the Premises is made available to the Tenant. In this case, during the first month from the agreed commencement date of the rental agreement, the Tenant is not entitled to termination of the rental agreement or compensation, unless the late availability is the result of intent or serious negligence on the part of the Landlord. After that first month, the Tenant is only entitled to compensation if the late availability is the result of intent or serious negligence on the part of the Landlord. This provision does not apply if the rental commences on a day during the weekend or on a public holiday. In that case, the rental will commence on the next working day thereafter.

2.2 On commencement of the rental agreement, the Landlord will hand over to the Tenant, in so far as applicable:

a. a minimum of two sets of keys of the Premises;
b. an inventory list and/or photo report of the inventory;
c. an inspection report with a description of the Premises, in which the state of repair is recorded among other things;
d. a list of maintenance engineers or companies for the general maintenance of the property;
e. house rules of the association of owners('Vereniging van Eigenaren').

2.3 The Tenant and the Landlord will inspect the Premises together at the start of the rental agreement and commit themselves to date the inspection report and the inventory list and/or photo report of the inventory referred to in Article 2.2 and sign it for approval.

2.4 The Tenant declares that he accepts the Premises in accordance with the inventory and inspection report referred to in this Article. The inventory and the inspection report form part of the rental agreement.

2.5 The Tenant is obliged to thoroughly inspect the Premises within three weeks after delivery to him and to report any damage and defects found that are not stated in the inventory list/photo report and/or the inspection report in writing to the Landlord and to the brokers. if brokers were involved in the formation of the rental agreement and these are stated in the rental agreement. After this period, the inventory list and/or photo report of the inventory and the inspection report are considered valid and irrevocable between the parties. The Landlord undertakes to carry out the necessary repairs within a reasonable period of time.

2.6 In so far as not stated otherwise in the inventory list and/or photo report of the inventory and/or the inspection list or in the case where no inspection report was drawn up and the Tenant has not reported any damages and defects to the Landlord as referred to in Article 2.5, the housing will be considered to be in a good state of repair and the facilities will be considered to function properly.

2.7 The Tenant will be liable for the Premises as from the effective date of the rental agreement or, if the keys of the Premises were made available to the Tenant earlier than agreed upon, as from the date the Tenant receives the keys.

3 Intended use of the Premises

3.1 The Tenant will only use the Premises in accordance with its intended purpose as residential space and will not make any changes to this purpose, unless the Landlord has granted the Tenant prior written permission thereto. The Tenant is not authorized to designate any shed, (attic) storeroom, garage, etc., belonging to the housing as residential space. It is prohibited for the Tenant to operate a business and/or to exercise a profession of any kind in the Premises or part thereof.

3.2 Upon continuation, the Tenant shall provide the Premises entirely with adequate furniture and furnishings.

3.3 The Tenant shall ensure that neighbours do not experience nuisance or inconvenience caused by him, any household member, any pet or other animal or any third party present in the Premises. If nuisance by the Tenant or the struggle against it involves or has involved any third party, such as a mediating organization, police, judicial authorities and care providers, the Tenant shall, by signing the rental agreement, grant such third parties explicit, unconditional and irrevocable permission to make any and all relevant details regarding the nuisance or reports thereof and their involvement therein available to the Landlord upon the latter's demand thereto.

3.4 If the Tenant alleges to experience nuisance from any third party and the Landlord is obliged to take action against it, the Tenant shall fully cooperate with the investigation to be conducted into said nuisance by the Landlord and any measures to be taken against such third party, by enabling the Landlord to collect evidence of the nuisance by keeping a record of the nuisance, for instance. In case of nuisance from any third party, the Tenant shall himself first endeavour to end it before approaching the Landlord about it, on submission of evidence of his efforts.

3.5 The Tenant shall use the Premises continuously and daily as a good Tenant. To that end, it is forbidden for the Tenant, among other things, to pollute the living environment, to commit any offence in or all around the Premises which affects or may affect the Premises and/or the living environment, to behave in an improper manner in or outside the Premises and in the office and other spaces of the Landlord and/or store substances and/or objects in the Premises which constitute a fire and explosion risk (such as nitrous oxide bottles) or an environmental pollution risk, other than for normal household use.

3.6 The Tenant is obliged to have and maintain a connection to the supply of heat, (hot) water, gas and electricity provided by the regular utility companies, and to make normal use thereof. The Tenant is not allowed to illuminate his housing principally with candles and other means representing a fire hazard. The Tenant is not allowed to (partly) heat the Premises by means of wood-burning stoves, paraffin stoves and other uncommon heating methods without the Landlord's written permission.

3.7 The Tenant shall continuously keep the Premises as his only principal residence. To that end, it is prohibited for the Tenant to use the Premises as a pied-à-terre, among other things. Each time the Tenant ceases to have the Premises as his principal residence, whether or not temporarily, he will be obliged to inform the Landlord thereof beforehand and in writing, except if the stay elsewhere is temporary for vacation purposes of normal length. If there are obvious misgivings as to compliance with these obligations by the Tenant, the Landlord will state facts and circumstances in and out of court that sufficiently substantiate that doubt and on the basis of which the violation is sufficiently plausible. If the Tenant states that he has not

committed a violation, he must state and prove facts and circumstances in and out of court that show that he fully occupies the Premises and has lived in it continuously, has his main residence there and has had it continuously.

3.8 If the Tenant acts contrary to his obligation to maintain the Premises as his principal residence continuously, he will be liable to forfeit an immediately payable penalty of €30 for each calendar day the infringement continues up to a maximum of €6,000, without prejudice to the right of the Landlord to demand compliance with the rental agreement or the dissolution thereof.

3.9 The Tenant shall observe the oral or written rules and instructions from the Landlord, insofar as these are reasonable en fair, with regard to:
a. the use of the Premises;
b. the use of the installations and facilities present in the Premises;
c. the maintenance that is for the account of the Tenant;
d. the maintenance of any garden(s) pertaining to the Premises.

3.10 If the building or complex of which the Premises forms part is or will be divided into apartment rights, the Tenant will be obliged to observe the rules regarding the use arising from the deed of division, Articles of association and standing orders. If any house rules have been established with regard to the Premises, the Tenant will be obliged to observe those rules when using the installations and facilities present in the Premises.

3.11 Without the Landlord's written permission, the Tenant is not allowed to provide the Premises with hard flooring. Hard flooring shall among other things be taken to mean woodblocks, parquet, laminate, tiles, lino, linoleum, marmoleum. The Landlord may attach conditions to his permission, for example about the way in which sound insulation is applied. If the Tenant acts contrary to this prohibition and if the Landlord receives complaints about noise pollution from neighbours, the Tenant will owe an immediately payable penalty of €20 for each calendar day the Tenant refuses to replace the hard flooring permanently with soft flooring up to a maximum of €4,000, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof.

3.12 Without the Landlord's prior written permission, it is prohibited for the Tenant to:
a. to have persons live with him other than those who directly belong to his family
b. use the Premises otherwise than as residential space;
c. make changes and/or additions in, to or on the Premises (including the installation of parabolic antennas or aerials for television and radio) without prejudice to the provisions of Article 7:215 of the Dutch Civil Code;
d. (where applicable) change and/or replace any present furniture and furnishings, made available by the Landlord, and/or place them outside the Premises;
e. keep pets in the Premises;
f. keep and/or store objects in the communal and traffic areas.

3.13 Any permission given by the Landlord is a one-off permission and explicitly does not apply to subsequent cases. The Landlord may attach conditions to his permission.

3.14 If the Tenant acts contrary to the stipulations of Article 3.12.a (occupancy only by family members), he will be liable to forfeit an immediately payable penalty of €50 for each calendar day the infringement continues with a maximum of €10,000, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof.

3.15 If the Tenant acts contrary to the stipulations of Article 3.12.b (use only as residential space), he will be liable to forfeit an immediately payable penalty of €50 for each calendar day the infringement continues with a maximum of €10,000, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof.

3.16 If the Tenant acts contrary to the stipulations of Article 3.12.c (no changes/additions to the Premises) , he will be liable to forfeit an immediately payable penalty of €40 for each calendar day the infringement continues with a maximum of €8,000, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof.

3.17 If the Tenant acts contrary to the stipulations of Article 3.12.d (no changes to furniture en furnishings), he will be liable to forfeit an immediately payable penalty of €30 for each calendar day the infringement continues with a maximum of €6,000, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof.

3.18 If the Tenant acts contrary to the stipulations of Article 3.12.e (no pets), he will be liable to forfeit an immediately payable penalty of €25 for each calendar day the infringement continues with a maximum of €5,000, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof.

3.19 If the Tenant acts contrary to the stipulations of Article 3.12.f (no storage in communal and traffic areas), he will be liable to forfeit an immediately payable penalty of €25 for each calendar day the infringement continues with a maximum of €5,000, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof. All co-Tenants of the relevant communal area shall be jointly and severally liable to pay said penalty.

3.20 In the event that the Landlord finds items in the common areas, the Landlord has the right, after written notice to the relevant group of tenants, to remove the items found at their expense if the rightful owner(s) have not deleted the items within a reasonable period.. In that case, the entitled party(ies) is/are deemed to have unconditionally relinquished the goods.
The Landlord is not obliged to store the objects he removed, but if he does so, he may recover the costs incurred from relevant group of tenants. The Landlord is not liable for any damage the Tenant might suffer as a consequence thereof. The Tenant indemnifies the Landlord against any claims by third parties.

3.21 The Tenant is obliged to use the communal areas and facilities in accordance with their intended use. It is prohibited for the Tenant to change the intended use of the communal facilities and areas or the public spaces managed by the Landlord in the surroundings of the Premises.

3.22 Without the Landlord’s explicit written permission, the Tenant is not allowed to sublet part of the Premises and/or to allow one or more third parties to use it. This prohibition also applies to letting to third parties or allowing them to use the Premises via internet sites for holiday rentals or other forms of short-term rentals, such as Airbnb. If the Tenant acts contrary to this prohibition, he shall owe the Landlord a penalty of €1,500, increased by twice the then prevailing rent per day with a maximum of €50 for each calendar day the Tenant infringes said prohibition, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof. This penalty is maximised at €10,000 and, if the Tenant has not received any income from this offense , up to € 5,000. If the Landlord grants permission as referred to in the first sentence of this stipulation, the Landlord will be

authorised to attach conditions thereto. Any permission granted by the Landlord is a one-off permission and does not apply to other or subsequent cases/persons.

3.23 Without the Landlord's explicit written permission, the Tenant is not allowed to sublet the Premises in its entirety, to allow one or more third parties to use it and/or to give the rental of the Premises to one or more third parties. This prohibition also applies to letting to third parties or allowing them to use the Premises via internet sites for holiday rentals or other forms of short-term rentals, such as AirBnB. If the Tenant acts contrary to this prohibition, he shall owe the Landlord a penalty of €3,000, increased by twice the then prevailing rent per day with a minimum of €100 for each calendar day the Tenant infringes said prohibition, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof. This penalty is maximised at €25,000 and, if the Tenant has not received any income from this offense , up to € 12,500. If the Landlord grants permission as referred to in the first sentence of this stipulation, the Landlord will be authorised to attach conditions thereto. Any permission granted by the Landlord is a one-off permission and does not apply to other or subsequent cases/persons.

3.24 If there is a justified suspicion that the Tenant is infringing or has infringed the prohibitions of Article 3.22 and/or 3.23, the Tenant will be obliged to cooperate in an investigation by the Landlord into the possible infringement by the Tenant of said prohibitions, whereby the Tenant will provide the personal details of the persons staying in his housing if so requested.

3.25 If there is a justified suspicion that the Tenant is infringing or has infringed the prohibitions of Article 3.22 and/or 3.23, the Landlord will provide facts and circumstances in and out of court that sufficiently substantiate that suspicion and on the basis of which the violation is sufficiently plausible. If the Tenant states that he has not committed a violation, he must state and prove facts and circumstances in and out of court that he himself lives in the Premises in its entirety and that he has lived there continuously, that it is and has continuously been his principal residence and that he has neither sublet the Premises to any third party(s) nor allowed any third party to use it.

3.26 It is prohibited for the Tenant to grow hemp in the Premises and/or keep it there, or to carry out any activities which are punishable under the Dutch Opium Act, such as preparatory acts for having, growing, processing, transporting, commercialising, etc., drugs as referred to in said Act. If the Tenant infringes this prohibition, he will owe a €35,000 penalty by law, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof.

3.27 It is prohibited for the Tenant to offer food to animals from or in the immediate proximity of the Premises.

3.28 Without the Landlord's prior written permission, the Tenant is not allowed to display publicity in whatever form in, to or on the Premises or the building or complex of which the Premises forms part.

3.29 Any non-wallpapered walls and ceilings in the rented object may not be wallpapered by the Tenant. The Tenant may not stick any stickers on paintwork or glue any floor covering directly to the floors or stairs. Any structure applied by the Tenant to walls, such as plasterwork, textured paint, textured piaster, putz, and such like, must be undone by the Tenant upon termination of the tenancy agreement.

3.30 Without the Landlord's prior written permission, the Tenant is not allowed to connect facilities or equipment to the ventilation and/or flues.

3.31 It is prohibited for the Tenant to have the Premises occupied by more persons than the Premises is reasonably suitable for.

3.32 It is prohibited for the Tenant from having the Premises occupied by more people than for which permission has been given by the relevant municipal council in the context of the applicable Housing Regulation of the municipality in which the Premises is located. If the Premises is inhabited by more people than has been given permission by the relevant municipal administration and the municipality takes enforcement action against the Landlord in this regard, this will be regarded as a serious failure by the Tenant to comply with the rental agreement. In that case, the Landlord will demand termination of the rental agreement and eviction from the Premises. The Tenant is obliged to indemnify the Landlord in that case. The damage suffered by the Landlord includes fines imposed by the municipal council, penalties imposed by the municipal council and / or the damage of rent.

3.33 If the Tenant rents a parking space in a parking garage or in the outdoor space, whether or not in a parking lot, from the Landlord, in addition to the Premises, the parking space will not be regarded as an immovable appendix ('*onroerende aanhorigheid*') to the Premises, unless the parties have agreed otherwise.

3.34 The Tenant shall undertake to properly maintain any gardens pertaining to the Premises and use them exclusively as an ornamental garden. It is therefore prohibited for the Tenant to use the garden as a repair workshop, a parking place or storagespace for vehicles (such as cars, motorbikes, caravans, bicycles, mopeds, scooters, boats, trailers, prams, etc.), or as a storage space for waste or materials. To that end, the Landlord may in reasonableness and fairness give the Tenant binding instructions. The records in the administration of the Landlord are decisive with regard to the position, dimensions and orientation of the garden. Without the written permission of the Landlord, it is prohibited for the Tenant to place any planting which is or may grow higher than two metres. With regard to boundary partitions, the Tenant is bound to comply with any and all statutory rules and regulations, (local) rules and the rental agreement, on the understanding that boundary partitions at the back are no higher than 1.80 m and those at the front are no higher than 1 m. The Tenant is not allowed to change or remove any existing boundary partitions, sheds, wooden structures and other buildings. Sections 5:37 up to and including 59 of the Dutch Civil Code, which include rules for owners of neighbouring land, also apply to the Tenant by analogy. No planting installed should result in any form of nuisance or inconvenience.
Without the Landlord's prior written permission the Tenant is not allowed to make an exit in the garden. Landlord will not grant permission if the garden borders a communal enclosed garden.

3.35 The Tenant is liable for damage caused by any branches and other materials blown down in the garden and will indemnify the Landlord against all such damagedamage of third parties. The Tenant is obliged at the first request of the Landlord to take measures that lead to such damagedamage being prevented. If the Tenant fails to comply with the aforementioned obligations, the Landlord will be authorised to carry out the measures (or have it carried out) at the expense of the Tenant.

3.36 The Tenant, his housemates and his visitors are not allowed to smoke in the Premises. The

Tenant is liable for the (nicotine) damage caused by non-compliance with this prohibition.

3.37 The Tenant is obliged to comply with government and local regulations that relate to the Premises and its use. If the Tenant does not comply with this obligation, this will be regarded as a serious failure to comply with the rental agreement by the Tenant. In that case, the Landlord will demand termination of the rental agreement and eviction from the Premises.. The Tenant is obliged to compensate the Landlord in that case. In that case, the Landlord's damage consists, among other things, of fines and/or penalties imposed by the relevant government body and the damage of rental payments.

4 Several liability, co-tenancy and registration

4.1 If several persons have bound themselves together as Tenant, they are always jointly and severally liable for the total towards the Landlord for any and all commitments arising from the rental agreement. This also applies to the Tenant's heirs and other successors in title.

4.2 If several persons have bound themselves together as a Tenant (contractual co-tenancy), they do not lose their contractual co-tenancy by permanently leaving the Premises. Even then, the departed contractual co-Tenant remains jointly and severally liable for the obligations under the rental agreement. A contractual co-Tenant can only perform legal acts towards the Landlord together with the other contractual co-Tenant(s), such as terminating the rental agreement by giving notice and litigating against the Landlord. Applicability of Article 7:267 paragraph 7 of the Dutch Civil Code is excluded in the case of contractual co-tenancy. If contractual co-Tenants wish to terminate their cohabitation and one or more of them, analogous to the provisions of Article 7:267 paragraph 7 of the Dutch Civil Code, demands that the court determine which of them continues the tenancy, they are obliged to inform the Landlord thereof, at the same time with the summons to be issued for this purpose and with a copy thereof, so that the Landlord can intervene in those proceedings. If the Tenant acts contrary to this commandment, he will owe the Landlord a fine of € 10,000, without prejudice to the Landlord's right to claim performance or dissolution of the rental agreement.

4.3 On entering into the rental agreement, the Tenant shall report to the Landlord whether or not he is married or whether or not he has entered into a registered civil partnership. The Tenant shall inform the Landlord of the personal details of his partner. If the Tenant marries or enters into a registered civil partnership after concluding the rental agreement, he shall immediately inform the Landlord thereof in writing, stating the personal details of the partner.

4.4 If the right to tenancy of the Tenant has terminated as a consequence of a divorce, legal separation or termination of the registered civil partnership, the Tenant will be obliged to inform the Landlord thereof in writing. He shall do this immediately after the court ruling to that end has become irrevocable. As long as the Tenant has not informed the Landlord in this sense, he shall remain liable in respect of the Landlord for the compliance of any and all obligations under this rental agreement. If the co-Tenant continues the rental agreement as Tenant, he will be obliged to inform the Landlord thereof in writing immediately.

4.5 On commencement of the rental agreement, the Tenant declares that he made a truthful statement of those belonging to his family/household. If there are any changes in this respect during the rental agreement, the Tenant will be obliged to inform the Landlord thereof forthwith in writing.

4.6 The Tenant must be registered as resident of the Premises in the registry kept by the local authority. The Tenant shall ensure that those belonging to his household will also do that. On the Landlord's demand thereto, the Tenant is obliged to submit a written statement from the aforementioned registry to the Landlord showing which persons are registered at his address.

5 Provisions relating to a parking facility

5.1 If a parking facility has also been made available to the Tenant, this is exclusively intended to be used as a parking space for parking motor vehicles. The Tenant is not permitted to use the parking facility for another purpose without the prior written permission of the Landlord.

5.2 The Tenant is obliged to use the parking facility properly and only in accordance with the intended use. Commercial exploitation of the parking facility in any form is not permitted.

5.3 It is prohibited to park a vehicle outside the designated parking spaces.

5.4 A vehicle may not be parked in/on the parking facility for more than four consecutive weeks without the Landlord's prior written permission.

5.5 The Tenant must always have his parked vehicle sufficiently locked.

5.6 The Tenant is not allowed to:

a. keep environmentally hazardous, stench-spreading, flammable or explosive items in, on or near the parking facility;

b. lease, sublease or use the parking facility in whole or in part by third parties;

c. conduct a business or trade in business in or on the parking facility;

d. pollute the parking facility by depositing waste or by spilling liquids, including oil.

6 Maintenance obligation of the Tenant

6.1 The Tenant is obliged to carry out minor repairs at his expense as referred to in section 7:217 of the Dutch Civil Code and the Dutch Minor Repairs Decree, including daily and preventive maintenance, including if such repairs have become necessary due to a cause through no fault of the Tenant whatsoever.

6.2 The Landlord is authorised to carry out any relevant work (or have it carried out) at the Tenant's expense in the case where the latter fails to comply with his maintenance and/or repair obligation or fails to comply properly with it. The Landlord is not obliged to do so. If the work to be performed at the Tenant's expense cannot be postponed, the Landlord will be authorised to carry it out (or have it carried out) immediately at the expense of the Tenant. Article 7.6 applies mutatis mutandis.

6.3 All work to be performed by the Tenant shall be carried out in a competent manner. In this respect, the Tenant shall observe any reasonable rules made by the government and/or the Landlord.

7 Maintenance obligation of the Landlord

7.1 The Landlord is to repair defects as referred to in section 7:204.2 of the Dutch Civil Code, unless this is impossible or requires expenditure which cannot reasonably be demanded from the Landlord, given the circumstances. In his request, the Tenant shall give the Landlord a reasonable period of time of at least six weeks to start the repair of a defect at the expense of the Landlord, except in the case of contingencies.

7.2 The stipulations of Article 7.1 do not apply in respect of:
a. minor repairs as referred to in Article 6 of these General Terms and Conditions;
b. defects to changes and additions applied by the Tenant, with or without the Landlord's permission;
c. defects due to a cause for which the Tenant is liable in respect of the Landlord.

7.3 If the Tenant establishes that the Premises has defects and/or if a third party alleges to be entitled to the Premises, he will be obliged to inform the Landlord thereof immediately. If the Tenant fails to do this, he will be obliged to compensate the Landlord for the damage caused by his omission.

7.4 The costs of normal wear and tear/aging of the Premises and fixtures and fittings provided with it are at the expense of the Landlord.

7.5 If the Landlord wishes to carry out maintenance, repairs or renovation or other work in, on or to the Premises and/or the building or complex of which the Premises forms part, or if he has such carried out, or if maintenance, repairs or renovation or other work is necessary pursuant to requirements or measures from the government or a utility company, the Tenant shall allow the persons who must carry out the work access to the Premises and permit the work to be done, without being in a position to demand any compensation or rent reduction for it. If the Tenant acts contrary to this Article, he will be liable to forfeit an immediately payable penalty of €25 for each calendar day the infringement continues with a maximum of €5,000, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof.

7.6 The annual maintenance of the central heating and geyser/boiler and the cleaning of the chimney are at the expense of the Landlord. Sweeping the chimney is the responsibility of the Tenant, unless the chimney is not accessible to the Tenant.

7.7 If the Landlord fails to repair a defect, the Tenant may carry out the repair himself as laid down in section 7:206.3 of the Dutch Civil Code and recover the costs incurred from the Landlord, in so far as reasonable, on the condition that prior to repairing the defect himself the Tenant informs the Landlord thereof by registered letter, providing a specified and documented statement of the work to be carried out , the costs involved, the nuisance caused to third parties, including neighbours, by the work and stating the measures the Tenant will take to limit said nuisance to a minimum, thereby being obliged to limit said nuisance to a minimum and to carry out the work, or have it carried out, as soon as possible in an adequate, efficient and uninterrupted manner. The Tenant shall consider a waiting period of two weeks after sending the above letter before actually proceeding to the repair of the defect.
The Landlord has the right to commence the repair of the defect during said waiting time and then complete that repair. The Tenant indemnifies the Landlord against any and all claims third parties believe they have against the Landlord with regard to the exercise by the Tenant of his rights pursuant to section 7:206 paragraph 3 of the Dutch Civil Code.

8. Changes and additions by the Tenant

8.1 Without the Landlord's prior written permission, the Tenant is not allowed to make changes and/or additions in, to or on the Premises, including the garden and other appurtenances, unless it concerns changes or additions to the inside of the Premises which can be reversed upon termination of the rent without any appreciable costs and, moreover, no obligation under the law or the rental agreement is violated by the Tenant in doing so. This means, among other things, that the aforementioned changes and additions may not or should not cause hazard, inconvenience or nuisance to the Landlord or third parties. If the Tenant wishes to make changes and additions in the communal areas, the stipulations of this Article apply by analogy and, in addition, the other co-users must have declared in writing that they agree with the desired changes and additions.

8.2 Unless the parties agree in writing otherwise, the Landlord will not give permission for changes and/or additions the Tenant wishes to make if:

- the letting possibilities of the Premises are impaired by them; or
- they result in a decrease in the value of the Premises; or
- they are not necessary for an efficient use of the Premises; or
- they do not increase the enjoyment of the property; or
- when substantial objections from the Landlord oppose said changes and/or additions.

8.3 In any event, are substantial objections from the Landlord as referred to in Article 8.2 if the changes and/or additions:

- do not comply with relevant applicable government regulations and/or regulations from utility companies or when any licence necessary thereto is missing;
- are of insufficient technical quality;
- affect the letting possibilities of the Premises and/or neighbouring housing or other objects;
- complicate an adequate property management;
- cause or might cause inconvenience and/or nuisance to third parties;
- result in an impossibility to rent the Premises under the usual rental conditions to third parties;
- are or might be reasonably detrimental to the Premises or the building of which the Premises forms part;
- change the nature of the Premises;
- are contrary to the conditions on which the owner of the Premises acquired ownership of the Premises.

8.4 The Landlord may attach conditions to his permission. The Landlord is authorised to attach rules for the Tenant to his permission or impose an obligation, especially with regard to the materials to be used by him and the quality thereof, the constructions to be applied and the working methods to be followed, in particular with a view to the consequences for future maintenance and safety. The Landlord may furthermore attach rules to a permission to be granted regarding fire, storm and tempest and liability insurance, regarding tax and levies and regarding liability for damages.

8.5 If the Landlord gives permission for any change and/or addition, the Tenant shall reverse it upon termination of the rent, unless the Landlord states in his permission that the Tenant is not obliged to. With regard to compliance with the obligation to reverse any change and/or

addition upon termination of the rent, the Landlord may require (financial) security from the Tenant.

8.6 Any and all changes and additions made contrary to this rental agreement and/or the conditions stipulated by the Landlord, shall be reversed by the Tenant on the Landlord's demand thereto. If the Tenant fails to do so after he has been given a reasonable time for it, the Landlord will be entitled to reverse the changes and additions (or have them reversed) at the risk and expense of the Tenant. If the work of reversing cannot be postponed, the Landlord will be entitled to carry it out (or have it carried out) immediately at the expense and risk of the Tenant.

8.7 The Tenant is obliged to perform all maintenance, to repair defects and to carry out other repairs and renovation in respect of any and all changes and additions made by him or on his behalf, as well as to any and all changes and additions made by the previous Tenant and which the Tenant took over from the previous Tenant upon commencement of the rental agreement. The Tenant is liable for any and all damage resulting from changes and additions made by him or on his behalf, as well as damage resulting from changes and additions he took over from the previous Tenant. The Tenant will indemnify the Landlord against claims by third parties regarding said changes and additions.

8.8 The Landlord is not liable for damage and a decrease in enjoyment of the property as a consequence of defective changes and additions made by the Tenant, nor as a consequence of defective changes and additions made by the previous Tenant and which the Tenant took over from the previous Tenant upon commencement of the rental agreement.

8.9 Regardless of whether the Landlord granted permission for changes or additions made by the Tenant, the Tenant bears the full risk for any damage in respect of those changes and additions in the case where the Landlord needs to perform work on the Premises which is only possible after removing or damaging said changes and/or additions.

9. Work, changes, adaptations, improvements and renovation by the Landlord

9.1 The Tenant will allow all necessary and reasonably desired work on the Premises or neighbouring housing, as well as on its central facilities, and will fully cooperate .

9.2 If the Landlord wishes to renovate the Premises or the building or complex of which the Premises forms part, whether entirely or in part, he will submit a written proposal to the Tenant, possibly including a higher rent that is in reasonable proportion to the costs of the renovation. The Tenant is obliged to allow the renovation and to render his full cooperation when a reasonable proposal has been submitted to him.

9.3 If the Landlord wishes to fully or partially renovate the Premises, or the building or complex of which the Premises forms part, and if the renovation concerns more than ten homes and business premises that are located in close proximity to each other (hereinafter: the complex), he will make a written proposal to the Tenant for this purpose, possibly including a higher rent that is in reasonable proportion to the costs of the renovation. The proposal by the Landlord will be considered to be reasonable when at least 55% or more of the Tenants of the complex or part thereof, of which the Premises forms part, have agreed to it. If the Tenant has neither agreed to the proposal nor demanded a court decision as to the reasonability of the proposal within eight weeks from the Landlord's written notification that 55% or more of the Tenants

have agreed to the proposal, he will be bound by it. In that case, the Tenant will be obliged to render full cooperation in the execution of the renovation work and to permit it.

9.4 If the Landlord has made a proposal as referred to in Article 9.3 and the Tenant accepts it, this will not result in the obligation on the part of the Landlord to carry out the renovation stated in the proposal.

9.5 Pursuant to and within the limits of the provisions of Section 7:255/255a of the Dutch Civil Code, the Landlord has the right to increase the rental price in the event of changes, adjustments, improvements and renovation as referred to in Article 9, by an amount that is reasonable, is proportionate to the costs incurred by the Landlord for these changes, adjustments, improvements and renovation.

9.6 The provisions of Articles 9.1 to 9.5 are without prejudice to the right of the Landlord to terminate the tenancy agreement on the grounds that he urgently needs the Premises for his own use, consisting in a renovation that is not possible without termination of the rental agreement. The Landlord is not obliged to make a renovation proposal if he wishes to terminate the rent on these grounds.

10. Provision of objects and services by the Landlord

10.1 The Tenant shall pay a monthly advance on the costs of the provision of objects and services. At the end of each financial year, the Landlord will provide the Tenant with an overview of the costs of the objects and services provided, from which the composition of the compensation charged to the Tenant will appear.
Differences between costs incurred and the compensations paid in advance by the Tenant will thereby be settled by the Landlord with the Tenant, unless it concerns a fixed non-deductible fee, such as a fund set up by the Landlord or fees for movable property (such as furnishings) made available. In that case, the advance payment made by the Tenant is equal to the final settlement and no settlement takes place. With regard to such funds, the advance payment made by the Tenant will be put on a par with the final settlement; consequently, there will be no settlement.

10.2 The monthly advance payment applicable between the Landlord and the Tenant may only be increased as from the first month following the month in which the overview referred to in Article 10.1 was provided, subject to a further agreement concluded between the parties. The increase will be determined by the Landlord on the basis of the actual costs appearing from said overview. The Tenant is obliged to pay the increase determined by the Landlord in this manner. If the Tenant cannot agree with the increase in the advance payment, he has the right to terminate the rental agreement.

10.3 If the Landlord wishes to change the package of the provisions of objects and services referred to in Article 10.1 and 10.2, the Tenant will be bound by such change, provided that it is reasonable and, if the change relates to objects or services which can only be provided to a number of Tenants together, at least 70% of those Tenants have agreed to it.
A Tenant who has not agreed to the change, may demand a court decision as to the reasonableness of the proposal within eight weeks from the written notification from the Landlord that agreement has been reached with at least 70% of the Tenants. Article 9.4 applies mutatis mutandis.

10.4 Change within the meaning of Article 10.3 also includes: additions, expansions and

terminations of provisions and services.

10.5 In the cases referred to in Article 10.3 or 10.4 the Tenant is bound by the resulting increase or decrease in costs and the relevant monthly advance amount, insofar as this increase or decrease is reasonable and in accordance with the applicable statutory provisions.
The increase or the reduction of the advance will take effect on the first day of the month following the month in which the changes took effect.

10.6 The costs of any and all tax and levies imposed by the government related to the use of the Premises shall be payable by the Tenant in so far as they can be passed on to the Tenant by law, also in the case where the costs are charged to the Landlord or a third party.

10.7 The costs of the use of water, gas, electricity, heating or other energy, including the costs of concluding an agreement for the supply, the rent of the meter and the transport, shall be payable by the Tenant.

10.8 The costs of connection and subscription to telephone, television, radio, internet and other means of communication shall be payable by the Tenant.

10.9 The additional costs of the use of heating shall be payable by the Tenant on the basis of the settlement of the owners' association, if the Premises is part of a block of flats and the costs of heating, which are annually adjusted to the average use, are included in the gross rent.

10.10 Insurance premiums of everything brought into the Premises by the Tenant shall be payable by the Tenant.

10.11 The Tenant shall permit the installation and reading of (consumption) meters at his expense. The Tenant shall comply with any and all conditions and regulations of the relevant suppliers. Any penalties, costs, compensations and damage caused by or due to non-compliance by the Tenant with the conditions and/or regulations of the relevant supplier(s) shall be payable by the Tenant.

11. Checks, inspection, viewing, combating subversion, tolerance obligation of the Tenant

11.1 The Tenant shall give the Landlord, as well as persons designated for this purpose by the Landlord, after identification on their part, the opportunity to enter the Premises for viewing in the event of intended re-letting or sale, to perform periodic checks and inspections (in particular, but not exclusively with the with a view to compliance by the Tenant with his obligations as referred to in Articles 3.1, 3.3, 3.5, 3.7, 3.22, 3.23, 3.26 and 3.32 of these General Rental Conditions and in connection with the recording of meter readings) and carrying out (repair) work and the like. The Tenant is obliged to cooperate by informing the Landlord at the first request of the time at which - within a reasonable period, but in any case within one week after his request - the Landlord can carry out the viewing, checks or inspection of the Premises. If the Tenant contravenes this provision, he will forfeit to the Landlord an immediately payable fine of € 20 for each calendar day that the violation continues, with a maximum of € 4,000, without prejudice to the right of the Landlord to demand compliance with the rental agreement or dissolution thereof.

11.2 Urgent and other special circumstances reserved, these visits and work shall take place on working days between 7 a.m. and 6 p.m. and will be notified at least 24 hours in advance, in

so far as reasonably possible.

11.3 If the Landlord must carry out urgent work in or to the Premises or on, in or to a neighbouring land or building during the rental period, the Tenant shall give opportunity for it and he will have to tolerate any discomfort.

11.4 The stipulations of Article 11.3 also apply if the Tenant must allow another person to perform work on behalf of a neighbouring land or building pursuant to statutory rights and duties between neighbours as referred to in Sections 5:37 to 5:59 of the Dutch Civil Code.

11.5 The Tenant cannot demand any compensation or a reduced rent with regard to giving the opportunity to check and inspect. Where necessary, the Tenant shall (temporarily) remove any changes and additions made by him at his expemse, with or without the Landlord's permission.

11.6 The Tenant will tolerate the posting of sales or rental announcements by the Landlord. The Tenant is obliged to cooperate in this by informing the Landlord at what time – within a reasonable period, but in any case within one week after his request – the Landlord can make the announcement.

12. Damages, liability

12.1 The Tenant is obliged to take the necessary measures to prevent damage to the Premises and property of the Landlord present therein, especially in the case of fire, storm, frost and water flowing in and out.

12.2 The Tenant is obliged to inform the Landlord in writing immediately upon establishing defects in, on or to the Premises and/or upon damage threatening to be caused, including damage or threatening damage to pipes, cables, tubes, drainage, sewerage, installations and other equipment. When there is an immediate threat of damage being caused or when damage caused threatens to extend, the Tenant shall forthwith inform the Landlord and, furthermore, take any and all appropriate measures to prevent and limit damage in or to the Premises. This also applies to the building or complex of which the Premises forms part and the separate spaces thereof, on the understanding that the Tenant must only take measures to prevent and limit damage if this can reasonably be expected from him. If the Tenant fails to comply with his duty to report (or fails to do so in time), any damage as a consequence thereof, including both in respect of the Premises and in respect of any property of third parties, will be at the expense of the Tenant and the Tenant will not be able to derive rights from sections 7:205 up to and including 211 of the Dutch Civil Code.

12.3 The Tenant is liable for damage caused to the Premises, including the outside, and property of the Landlord present therein during the rental period due to attributable failure to comply with an obligation under the law and/or the rental agreement. Any and all damage is presumed to have been caused by it until proven otherwise by the Tenant.

12.4 The Tenant is equally liable in respect of the Landlord with regard to (the harmful consequences of) his own behaviour and that of those who use the Premises on behalf of the Tenant or are in the Premises on behalf of the Tenant. Behaviour of those who use the Premises on behalf of the Tenant or who are on it because of the Tenant are attributed to the Tenant.

12.5 The Landlord is obliged to compensate for damage caused by a defect if the defect occurred after conclusion of the rental agreement and is attributable to him, as well as in the case where the Landlord was aware or ought to have been aware that the defect was already there when the rental agreement was concluded or if he indicated at the time to the Tenant that the object did not have the defect. The burden of proof lies with the Tenant in this respect.

12.6 The landlord is not liable for (the consequences of) actual disturbances caused by third parties, unless these consequences can be regarded as a defect and can be attributed to the Landlord.

12.7 The Landlord is not liable for (the consequences of) loss of enjoyment under the rental agreement and/or for (the consequences of) visible or invisible damage caused to the person and/or objects of the Tenant, the members of his household or third parties by rain, storm, frost, lightning strike, induction, heavy snowfall, floods, heat waves, increase or decrease in the groundwater level, natural disasters, nuclear reactions, terror, armed conflicts, uprisings, disturbances, acts of war and other contingencies, unless these consequences can be regarded as a defect and can be attributed to the Landlord.

12.8 The Landlord is not liable for loss as a consequence of defects or other causes the occurrence of which cannot be attributed to the Landlord, or for defective changes and additions made by the Tenant and/or for defects that the Landlord was not aware of or should not have been aware of when entering into the agreement.

12.9 The Tenant will be required to take out - and maintain - adequate household contents insurance on customary terms. In respect of any damage that comes under the scope and cover of an insurance policy taken out by the Tenant, the Tenant is to address the insurer first.

13. Deposit/bank guarantee

13.1 The Tenant shall pay the Landlord the deposit stated in the rental agreement or, if this has been agreed, have a bank guarantee provided as security for the payment of everything the Tenant will owe the Landlord under this agreement. The Landlord will not pay any interest on the deposit. The bank guarantee must be provided in accordance with a model made available by the Landlord. The bank guarantee must always be valid up to at least three months from termination of the rental agreement.

13.2 The Tenant is not entitled to settle the deposit with rent payments or other payment obligations.

13.3 The Landlord undertakes to refund the amount of the deposit to the Tenant within fourteen days after the end of the rental agreement, unless:

a. there is damage as referred to in Article 7:218 of the Dutch Civil Code, in which case the Landlord will refund the remainder of the deposit, after deduction of demonstrable costs related to the repair of the damage, within thirty days after the end of the rental agreement;

b. the Tenant has not (fully) paid the rent due, the additional costs and/or the energy performance fee, in which case the Landlord will pay the remainder of the deposit within thirty days after the end of the rental agreement, after deduction from the amount thus owed by the Tenant, refunds.

14. Payments

14.1 The Tenant must always pay the rent and other compensations by means of a direct debit order and in advance prior to or on the first day of every month at the latest into the bank account of the Landlord as stated in of the rental agreement. In case of non-payment, the Tenant shall be in default with regard to the relevant instalment as from the second day of the month.

14.2 With regard to compliance with the payment obligation, the Tenant shall refrain from claiming any discount, suspension or settlement, unless the court authorised him thereto or (semi-) mandatory law provides the authority to settle or suspend.

14.3 By signing the rental agreement, the Tenant explicitly, unconditionally and irrevocably grants his employer and/or benefits agencies, his debt counsellors, the Dutch Credit Registration Office at Tiel and his administrator permission to make any and all relevant details with regard to his financial situation available to the Landlord at the latter's request in the case where the Tenant fails to comply with his payment obligations in respect of the Landlord despite demand thereto.

14.4 In the case of rent arrears, the Landlord will in derogation of the provisions of section 6:43.1 of the Dutch Civil Code be authorised to attribute payments of the Tenant firstly to the costs incurred and interest, and subsequently to the earliest outstanding rent instalments, regardless of the payment reference indicated by the Tenant or the Landlord.

14.5 Section 6:50 of the Dutch Civil Code does not apply.

15. Default

15.1 If a period of time applies to the compliance of any obligation under the rental agreement, the Tenant will be in default by the mere expiry of said period of time.

16. Termination of the rent

16.1 Notice of termination of the rental agreement is given by registered letter or bailiff's notification.

16.2 Notice by the Tenant shall be given with due observance of at least one calendar month.

16.3 If the Tenant observed a period of time shorter than the period of time referred to in Article 16.2 when he gave notice, the period of time applied by the Tenant will be converted into the period of time referred to in Article 16.2 by operation of law, unless the Landlord agrees in writing to the shorter period of time.

16.4 Notice of termination of the rental agreement by the Landlord is given with due observance of a period of at least three months. This period of time will be extended by one month for each year the Tenant has uninterruptedly used the Premises up to a maximum of six months.

16.5 The Tenant is obliged to deregister from the relevant (public) registers and cancel any parking permit linked to the address with the municipality as soon as the agreement terminates and to ensure that the members of his household do the same.

16.6 The Tenant is obliged to timely terminate agreements concluded by him with third parties with regard to the Premises, such as agreements for the supply of utilities. The Tenant is obliged, if requested by the Landlord, to provide proof of this within one week of his request

16.7 If the Tenant gives notice of termination of the rent in contravention of Article 16.1 and the Landlord nonetheless accepts such notice in writing, it will be considered to be a termination by consent.

16.8 Notice of termination given by the Tenant is irrevocable and cannot be withdrawn without permission from the Landlord.

17. Delivery of the Premises on termination of the rent

17.1 On termination of the rental agreement, the Tenant will be obliged to deliver the Premises with its keys fully vacated and clean to the Landlord in the condition in which he took possession of the Premises in accordance with the description on commencement of the rental agreement, except where normal wear and tear is concerned, which is at the risk and expense of the Landlord, and where any changes made by the Landlord are concerned. The Tenant must have fulfilled his obligation to carry out all minor repairs as referred to in Article 6 upon delivery of the Premises. The stipulations of Article 17.4 - 17.9 apply to changes and additions made by the Tenant in the Premises.

17.2 Before the end of the rental agreement (pre-inspection) and at the end of the tenancy agreement (final inspection), the Tenant and the Landlord will jointly inspect the Premises. The Tenant will give the Landlord the opportunity to do so and will make an appointment with the Landlord in good time. On both occasions, inspection report(s) (pre-inspection report and final inspection report) will be drawn up, in which, among other things, it will be recorded which maintenance and repairs must be carried out by and at the expense of the Tenant before the end of the tenancy agreement. Both parties receive a copy of the inspection report(s). The Landlord will provide the Tenant with a statement of the estimated repair costs to be borne by the Tenant in the event that the Tenant fails to fulfil his obligation to repair. If the Tenant does not cooperate in drawing up an inspection report at the end of the tenancy agreement, the Landlord's inspection report will be binding on the parties.

17.3 If the Premises has not been delivered sufficiently clean by the Tenant, the Landlord has the right to have the Premises cleaned by a reliable cleaning company and to charge the costs thereof to the Tenant. If the Tenant, whether or not with the permission of the Landlord, has kept pets in the Premises, the Landlord has the right at all times to have the Premises cleaned and disinfected by a proper cleaning company and to charge the costs thereof to the Tenant.

17.4 The Landlord will inform the Tenant during the final inspection of any damage and/or defects that were not found at the time of the pre-inspection. The provisions of Articles 17.8 and 17.9 apply to such damage and/or defects.

17.5 With regard to any changes and additions made by the Tenant, with or without permission, and additions or changes taken over by the Tenant from a previous Tenant, the following rules apply on termination of the rental agreement:

- The Landlord may demand that any changes and additions made without his permission, or made with his permission but which do not comply with the stipulations of Article 8.2 or 8.3 of these General Rental Conditions and/or any conditions stipulated by the Landlord,

be reversed by the Tenant at his expense;

- On termination of the rent, the Tenant will be obliged to remove any changes and additions he made at his own risk and expense, as well as any changes and additions made by a previous Tenant which the Tenant took over, unless the Landlord stated in writing that the Tenant does not have to reverse them on termination of the rent when he gave his permission for such changes and/or additions to be made;
- The Tenant will be obliged to reverse at his own risk and expense any changes and additions which were made following court authorisation;
- On termination of the rent, the Tenant will leave any facilities made by him behind in the Premises if the Landlord stipulated such when he gave his written permission;
- The Tenant waives any rights and claims arising from unjustified enrichment related to the changes he made which are not reversed on termination of the rent, unless the parties have agreed otherwise in writing.

17.6 The Tenant will repair any damage caused to the Premises as a consequence of the removal of changes and additions and he will deliver walls and ceilings unpapered and in the original colour. If a garden belongs to the Premises, it must be deleverd clean and tidy, meaning without any pits and holes.

17.7 If upon termination of the rental agreement the Tenant has failed to comply with his obligations of repair, full vacation and reversal of any changes and additions he made, the Landlord himself will be entitled to carry out (or have such carried out) any and all necessary work as a consequence thereof at the expense of the Tenant. This applies without prejudice to all other rights of the Landlord in respect of the Tenant, including the right to compensation.

17.8 If repair work has still to be carried out on termination of the rental agreement for which the Tenant is to blame, the Tenant will owe the Landlord compensation for damage of rental income. This compensation is calculated per day as follows: the most recently applicable total rent due per month divided by 30.

17.9 If the Tenant has left objects behind in the Premises on termination of the rental agreement, he shall lose possession of such objects and he will be considered to have given them up. The Landlord will be authorised to dispose freely of said objects and to choose whether he has them removed, destroyed or temporarily stored. Any and all costs of removal, destruction and/or storage of the objects and any other costs and damagedamage related to the objects shall be at the expense of the Tenant. The Landlord is not liable for damage to objects or for their damage.
The stipulations of this Article do not apply to movable property the Tenant transferred to the next Tenant, provided that such transfer has been notified in writing to the Landlord, provided that the Tenant has provided proof of this transfer to the Landlord.

17.10 If the rental agreement terminates as a consequence of the death of the Tenant and no heirs have contacted the Landlord before the end of the second calendar month after the death of the Tenant, the Landlord will be entitled to access the Premises without court intervention and be authorised to remove any and all objects from the Premises without the Landlord being bound by any retention obligation. Any removal costs will be at the expense of the heirs of the Tenant. If the Landlord should retain any objects, the costs thereof shall be borne by the heirs of the Tenant and the Landlord has the right of retention in this respect.

18. Choice of domicile

18.1 As from the effective date of the rental agreement, all communications from the Landlord to the Tenant related to the performance of the agreement will be directed to the address of the Premises, unless the Tenant rented the Premises for his employee. In that case, all communications from the Landlord will be directed to the address of the Tenant as stated in the rental agreement.

18.2 In the case where the Tenant no longer had his (only) principal residence in the Premises and/or is effectively no longer living in the Premises, he shall undertake to inform the Landlord in writing immediately stating his new address/principal residence.

18.3 In the case where the Tenant leaves the Premises without giving the Landlord his new address, the address of the Premises will continue to be or will be considered to be the Tenant's address .

19. Personal data

19.1 Any personal data of the Tenant and, if applicable, the Tenant's spouse/registered partner and/or other family members and/or guardian/administrator will be processed by the Landlord and/or the manager, if any, and/or their group companies for the following purposes: execution of the tenancy agreement, maintenance and planning of maintenance, arranging viewings and takeovers, making payments and collecting claims, including the passing on of claims to third parties for collection, the handling of disputes, questions or investigations, including legal proceedings, monitoring, or causing third parties to monitor, applying for and granting rent allowance, internal management activities, as well as the execution or application of the law. For such purposes, the personal data will, if necessary, be provided by the Landlord and/or the manager to third parties, such as the bank for purposes of payment, maintenance companies that carry out scheduled maintenance or maintenance based on a complaint (and to which name and contact details, such as telephone numbers, email addresses, and information about the complaint may be transferred), potential Tenants for viewings and takeovers (which may receive names, telephone numbers and email addresses for purposes of scheduling an appointment), debt collection agencies, bailiffs, lawyers and courts in the context of overdue payments or disputes, the Dutch Tax and Customs Administration, and other competent authorities, as well as service providers, such as IT providers, accountants, auditors and lawyers.

19.2 Data subjects will be entitled to request the Landlord and/or the manager to grant access to their relevant personal data and/or request them to correct, supplement, remove or shield same. The Tenant will inform his spouse/registered partner and/or guardian/administrator - if any - of the contents of Article 19.1.

20. Final stipulations, disputes

20.1 All amounts stated in these General Rental Conditions are adjusted annually, for the first time on January 1 after the date of commencement of the rental agreement, on the basis of the annual price index figure in accordance with the consumer price index, series all households, published by the Dutch Office for National Statistics (CBS), for the first time one year from the effective date of the rental agreement, subject to the year-on-year method.

20.2 If the rental agreement and/or these General Rental Conditions is/are (partly) drawn up in a language other than the Dutch language, the Dutch text will be binding between the parties and the facts in the relevant dispute will be assessed on basis of applicable Dutch law.

20.3 The Dutch court has sole jurisdiction to hear any and all disputes between the Tenant and the Landlord.