

## GENERAL PROVISIONS RELATING TO TENANCIES

hereinafter jointly referred to as "Parties", specify the conditions and agree as follows:

### **Article 1: CONDITIONS AND AGREEMENTS**

**11** The tenant(s) or prospective tenant(s) wish/wishes to make use of the services and/or work offered by Househunting, with the purpose to facilitate and promote, among other things, that prospective tenant(s) or tenant(s) and lessors/owners find each other in the market of tenancies of immovable property and in this respect enter into agreements and make arrangements with each other. ***Effectively, Househunting provides a professional and specialist service, based on its (extensive) network, as well as a wide range of immovable property available for tenancies, where tenant(s) or prospective tenant(s) are specifically looking for those services, knowledge and range of rental properties on offer, in both the private and the business segment.***

12 All offers made by Househunting to the tenant(s) or prospective tenant(s) are without obligation. No rights can ever be derived therefrom, unless the agreements become part of a written agreement between the parties.

13 When responding to a (residential) property offered, tenant(s) or prospective tenant(s) automatically register with Househunting and this agreement shall apply.

14 The agreement is deemed to commence immediately upon receipt of the registration form.

15 If a permit is required for renting, occupying and/or otherwise using a property, obtaining such a permit shall never be at the expense and risk of Househunting, nor shall Househunting be liable in this respect.

16 Househunting determines how it performs the assignment it has been given by the tenant(s) or prospective tenant(s).

17 The tenant(s) or prospective tenant(s) owes/owe a registration fee of € 36, inclusive of VAT. This will be collected automatically in 6 terms of 6 euros

18 Work and/or services that are performed and/or offered by Househunting, which do not fall under specific 'Mediation', shall be charged separately (specified in detail) to the tenant(s) or prospective tenant(s) by Househunting.

19 Although no agreement will be concluded between the tenant(s) or prospective tenant(s) and HHPM B.V., by signing this agreement the prospective tenant(s) or tenant(s) declares/declare to agree to and to be aware of the fact that only HHPM B.V. shall be authorised to carry out administrative and financial (management) work arising from the agreement. With respect to its aforementioned duties, HHPM B.V. will be deemed to be the lessor(s)/owners, such with the right of replacement, and by signing this document the prospective tenant(s) or tenant(s) declares/declare to unconditionally agree to these powers.

*Househunting Franchise B.V. is and shall not become a party to this agreement in any way whatsoever.*

**Article 2: TENANT(S)'S OBLIGATION TO PROVIDE INFORMATION:**

Prospective tenant(s) or tenant(s) shall be obliged to provide Househunting with all documents and information immediately after registration, pursuant to the "Checklist for the purpose of compiling a complete file " attached to this agreement, including a copy of a valid identity document and a recent written proof of income.

**Article 3: FEES, INVOICES AND PAYMENT**

3.1 Work pursuant to, among other things, Article 1 of this agreement and/or work not explicitly described as part of the package of services offered as standard to prospective tenants or tenants shall be carried out by Househunting and/or HHPM B.V. at the (hourly) rate of: € 45.00 exclusive of VAT, which rate may be indexed on each first day of a subsequent calendar year in accordance with the wage index of Statistics Netherlands (Dutch CBS).

3.2 For invoices sent by Househunting and/or by HHPM B.V. on behalf of lessor(s)/owners, a payment term of thirty days from the invoice date applies - unless explicitly stated otherwise - which term is to be regarded as a final deadline. This expressly without any possible recourse on the part of the tenant(s) to set-off and/or suspension.

In the event of non-payment within the set deadline, Househunting and/or HHPM B.V. shall be entitled to charge the statutory interest (in accordance with Book 6 , article 119(A) of the Dutch Civil Code) on the invoices that are due and payable, as well as all costs associated with receiving payment of the claim in and/or out of court. The latter with a fixed percentage of 15% on the entire claim and a minimum of € 750.00 (in words: seven hundred and fifty euro). In such cases, all invoices to the address of the tenant(s) and/or legal entities affiliated to him or her, of which the due date has not yet been reached, shall also become immediately due and payable.

Househunting (including HHPM B.V. and Househunting Franchise B.V.) has made collection agreements with a bailiff for its own claims, as well as on behalf of its clients (read: "landlords/owners").

**Article 4: Liability**

4.1 Any liability on the part of Househunting shall be limited to the (maximum) amount that is paid out to Househunting in the relevant case under the professional liability insurance and/or other types of liability insurance. Househunting shall under no circumstances be blamed, or at least it shall under no circumstances be held liable, for inadequacies and delays in follow-ups and handling of assignments and/or agreements, for example due to a non-functioning internet connection and/or malfunctioning hardware and software and/or delay in the delivery of advertising material, without pretending to be complete in this enumeration, . This shall also apply generally in situations that are to be regarded as "force majeure" and which Househunting could not directly and/or reasonably influence.

4.2 Househunting shall not be liable for shortcomings of these third parties. If these third parties wish to limit their liability with respect to the work to be carried out by them, Househunting shall be entitled and unconditionally authorised by the tenant(s) to accept such a limitation of liability also on behalf of the tenant(s).

4.3 It is expressly noted that Househunting does not guarantee the completeness and/or accuracy of the information provided and/or the data on which that information/report is based and/or which it makes available and/or available for consultation, through whatever platform and/or media. Househunting expressly accepts no liability for decisions taken, in whole or in part, on the basis of information provided by Househunting. These decisions shall be entirely at the expense and risk of the tenant(s).

#### **Article 5: Privacy**

5.1 By entering into this agreement, the tenant(s) or prospective tenant(s) agrees/agree that third parties may be used in the performance of this agreement. The conditions and agreements pursuant to this agreement shall also apply in that situation.

If within the scope of the performance of this agreement it is necessary to provide these third parties with personal data, in which case Househunting shall be the controller, or if there is a legal obligation to do so and/or if there is a legitimate interest in this respect, Househunting shall conclude a separate data processing agreement with this third party within the scope of the GDPR, unless this is not necessary on the basis of a (statutory) regulation. The above obligation shall also apply in the contrary situation, i.e. in a situation in which the tenant(s) or prospective tenant(s) has/have to be regarded as controller(s). The tenant(s) or prospective tenant(s) declares/declare to agree to be included in the mailing list of Househunting, HHPM B.V. and Househunting Franchise B.V., in order to be contacted by email or through another medium, for example, with facts from the sector and/or other interesting information. It is also possible to unsubscribe from those mailings, of course.

5.2 Privacy-sensitive information, held on file or otherwise, will be deleted by Househunting (and HHPM B.V.) seven years after the date on which proceedings were completed or a file was completed/closed and/or an agreement between parties/stakeholders was terminated.

#### **Article 6: Assignments and third parties**

Assignments and/or work shall be carried out exclusively for the benefit of the tenant(s). Third parties will not be able to derive any rights and/or claims in respect of Househunting and/or HHPM B.V. from (the contents of) the work performed and/or agreements made and/or information submitted by or with Househunting and/or HHPM B.V.

## **Article 7: Duration of the Agreement**

7.1 This agreement is entered into for a period of 1 year, counting from the date of registration.

7.2 The parties may terminate this agreement by registered letter (addressed to the postal address at which the parties are currently registered with the Chamber of Commerce and/or the Municipal Personal Records Database ( Dutch GBA)), by the earliest possible date (12 months after the date of registration), with due observance of a notice period of at least 1 whole calendar month. If neither party terminates the agreement, it shall be automatically renewed upon expiry of the agreed 1 year, for a period of 1 year.

## **Article 8: Premature termination**

8.1 Househunting shall at all times be entitled to terminate the agreement, without being obliged to observe a notice period and without owing the tenant(s) or prospective tenant(s) any compensation.

8.2 Without prejudice to the right to compensation and the right to submit other claims, the right to terminate the agreement with immediate effect by registered letter arises in the event that:

- a. a party fails to fulfil any of its obligations under the agreement, which failure cannot reasonably be remedied immediately;
- b. the tenant(s) or prospective tenant(s) remains/remains in default, in whole or in part, with respect to payment of fees and/or debts owed to Househunting and/or HHPM B.V.;
- c. the tenant(s) or prospective tenant(s) becomes/becomes insolvent, or there appears to be a concrete threat of impending insolvency or otherwise of inability to pay;
- d. upon conclusion of the agreement or during the term of the agreement, the tenant(s) or prospective tenant(s) knowingly or unknowingly provided false and/or incorrect and/or incomplete information;
- e. movable or immovable property and/or property rights of a party are attached, as a result of which compliance with financial or other obligations is endangered;
- f. the tenant(s) or prospective tenant(s) otherwise seriously fails/fail to fulfil any obligations arising from this agreement
- g. this agreement shall be concluded no later than on the same day as the management agreement between HHPM B.V. and Househunting is concluded, and both agreements are inextricably bound in that sense. If a situation arises in which the management agreement between HHPM B.V. and the relevant Househunting branch and/or the relevant lessor(s) is cancelled and/or is otherwise terminated, this shall also constitute immediate termination of this agreement, under the same conditions and with the same time limits as with respect to the management agreement(s). In this context, however, it concerns a right of Househunting and not an obligation.

**Article 9: Battle of forms**

The agreements and/or conditions arising from this agreement shall expressly prevail over (delivery, purchase and payment) terms and conditions of the tenant(s) or prospective tenant(s) and/or a third party on his, her and/or their behalf, irrespective of the stage during which the agreements and/or conditions arising from this agreement were made and/or provided.

**Article 10: Applicable law and choice of forum**

The legal relationship between Househunting and the tenant(s) or prospective tenant(s) is exclusively governed by Dutch law. Only the District Court of East Brabant is competent to hear disputes between Househunting and the tenant(s) or prospective tenant(s) and/or third parties on behalf of the party/parties.

**Article 11: Final provisions**

11.1 If any provision of this agreement is declared null and void or invalid, such a declaration shall not affect the operation of the other provisions.

11.2 Househunting reserves the right to unilaterally implement changes to the agreements and/or conditions arising from this agreement if the tenant(s) or prospective tenant(s) has/have not explicitly (demonstrably) objected within fourteen days after the intention thereto has been (demonstrably) announced/made known to the tenant(s) or (prospective) tenant(s) by email and/or ordinary mail.

**EXPLANATION OF TERMS:**

Mediation: the *professional and specialist services on the part of Househunting, including on the basis of its network, with regard to management and services, directly and/or indirectly related to tenancies of immovable property in both the private and the business segment, as well as specifically offering immovable property available for rent to tenant(s) or prospective tenant(s).*

Annex: Checklist for the purpose of compiling a complete file

**Tenant(s) and/or guarantor(s):**

**Salaried employment situation:**

**The following documents are required for compiling a correct file.**

- Copy of the identity document
  - At least three recent payslips
  - Recently signed employer's statement
  - Bank statements showing the transfers of salary in accordance with the salary slips provided.
  - Bank statements showing the debit entries of the last three months' rent.
- If a rental property has been occupied prior to this

**The following documents are regarded as additional file compilation, but are not mandatory.**

- Copy of bank debit card, front and back, including signature (corresponding with account on bank statements)
  - Certificate of registration for the municipal personal records database (Dutch GBA)
  - Proof of previous home address (e.g. a letter in the name of the candidate stating the previous home address)
  - Recent and signed lessor's declaration
  - Bank statements showing the mortgage payments of the last three months.
- If a rental property has been occupied prior to this
  - If an owner-occupied property has been occupied prior to this



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**Independent entrepreneur situation:**

**The following documents are required for compiling a correct file.**

- Copy of the identity document
  - Recent extract from the Chamber of Commerce
  - Bank statements showing the income received in the last three months
  - Bank statements showing the debit entries of the last three months' rent.
  - Auditor's report specifying the net result in the last calendar year and forecast for the next 12 months
- If a rental property has been occupied prior to this

**The following documents are regarded as additional file compilation, but are not mandatory.**

- Copy of bank debit card, front and back, including signature (corresponding with account on bank statements)
  - Certificate of registration for the municipal personal records database (Dutch GBA)
  - Proof of previous home address (e.g. a letter in the name of the candidate stating the previous home address)
  - Recent and signed lessor's declaration
  - Bank statements showing the mortgage payments of the last three months.
  - Annual report and/or IB60 form for the past calendar year
- If a rental property has been occupied prior to this
  - If an owner-occupied property has been occupied prior to this

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**Company situation:**

- If a rental property has been occupied prior to this

**The following documents are required for compiling a correct file.**

- Copy of the identity document of the authorised signatory
- Recent extract from the Chamber of Commerce
- Bank statements showing the debit entries of the last three months' rent.
  
- Bank statement showing the date and company details and the account number
- Copy of the identity document of all persons who will occupy the rental property on behalf of the company

**The following documents are regarded as additional file compilation, but are not mandatory.**

- Copy of bank debit card, front and back, including signature (corresponding with account on bank statements)
- Annual report of last calendar year
- Auditor's report specifying the net result in the last calendar year and forecast for the next 12 months
  
- Recent and signed lessor's declaration



If a rental property has been occupied prior to this

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**Expats who have not previously lived in the Netherlands:**

**The following documents are required for compiling a correct file.**

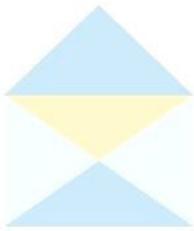
- Recently signed employment contract
- Recently signed work contract (for the period in NL)
- Residence permit
- Copy of the identity document, front and back, with signature
- Contract awarding by the company
- Bank statement showing the first and last name and bank account number of the candidate
- Recently signed employer's statement
- Copy of bank debit card, front and back, including signature (corresponding with account on bank statements)

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**Other situations:**

**The following documents are required for compiling a correct file.**

- Copy of the identity document
  - Bank statements showing the transfers of income received in the last three months or own capital.
  - Bank statements showing own capital (savings)
  - Bank statements showing the debit entries of the last three months' rent.
  - Copy of bank debit card, front and back, including signature (corresponding with account on bank statements)
  - Proof of previous home address (e.g. a letter from UWV in the name of the candidate stating the previous home address)
- If a rental property has been occupied prior to this



**The following documents are regarded as additional file compilation, but are not mandatory.**

- Certificate of registration for the municipal personal records database (Dutch GBA)
  - Recent and signed lessor's declaration
  - Bank statements showing the mortgage payments of the last three months.
  - Annual report and/or IB60 form for the past calendar year
- If a rental property has been occupied prior to this
  - If an owner-occupied property has been occupied prior to this