

## General Rental Conditions for Real Estate pursuant to Section 7:230a of the Civil Code

### Art. 1 Definitions.

UHA	United Homes Accommodations B.V., located in Spijkenisse, Dutch Chamber of Commerce number 54121248;
Tenant	natural person or legal entity with whom UHA has entered into the Lease Agreement, and its assignee(s);
Lease Agreement	written lease agreement by which UHA undertakes to give to the Tenant, against payment of a rent, the use of all or part of a constructed real estate (living quarters) and in which these general conditions are declared applicable;
Rental Proposal	proposal or quotation (written or by e-mail) by UHA to Tenant for the lease of a rental property.
Short Stay	Lease agreement by its nature of short duration as referred to in art. 7:232 of the Dutch Civil Code with a maximum term of 6 months.
Condition(s)	both (a provision in) these General Rental Conditions and the special condition(s) contained in the Lease Agreement, in an attachment to the Lease Agreement or in an addendum to the Lease Agreement;
Rented Property	rented housing accommodation, including the movable and immovable objects present in the Rented Property, such as inventory, installations and facilities except insofar as these are not excepted in the Lease Agreement or the delivery report;
Parties	UHA and/or Tenant;
Landlord	UHA

### Art. 2 General provisions

- 2.1 The provisions in the Lease Agreement, in an appendix to the Lease Agreement or in an addendum to the Lease Agreement that differ from the provisions of these General Rental Conditions shall take precedence over the provisions of these General Rental Conditions.
- 2.2 The most recent version of these General Rental Conditions shall always apply to any and all Lease Agreements and other offers and agreements involving UHA as a contracting party. The most recent version of these General Rental Conditions can be consulted via the website <https://unitedhomes.eu>.

- 2.3 General terms and conditions of Tenant shall not apply unless the Parties agree otherwise in writing.
- 2.4 Amendments to the Lease Proposal, the written Lease Agreement, the annexes to the Lease Agreement, an addendum to the Lease Agreement and/or the General Rental Conditions, shall only apply if they have been expressly agreed in writing.
- 2.5 Should any provision in the Lease Agreement, in an appendix to the Lease, in an addendum to the Lease Agreement or in the General Rental Conditions be void or nullified, the other provisions will remain in full force and effect and -where legally possible- the void or nullified provision will be replaced by a valid provision, whereby the purpose and meaning of the void or nullified provision will be observed as much as legally possible.

**Art. 3 Rental proposal and formation of contract**

- 3.1 No rights can be derived from any Rental Proposal offered by United Homes, unless the Parties agree otherwise in writing.
- 3.2 If and to the extent that a Rental Proposal contains a mistake or a clerical error which is obvious by the general standards of reasonableness and fairness, Tenant shall not be entitled to hold United Homes to the Rental Proposal.
- 3.3 An oral, written or electronic acceptance of a Rental Proposal does not create any agreement between the Parties. The conditions for the conclusion of any agreement is the written recording thereof in the Lease Agreement and the signature of the Lease Agreement by both Parties.

**Art. 4 Duration of the agreement**

- 4.1 The Lease Agreement has the term as specified in the Lease Agreement.
- 4.2 The Lease Agreement on a fixed term cannot be terminated prematurely unless expressly agreed in writing. The Lease Agreement on a fixed term can only be terminated by the end of the term with due observance of a notice period of 6 months, unless a different notice period is expressly included in the Lease Agreement.
- 4.3 The Lease Agreement for an indefinite period may be terminated by either Party by the end of a calendar month, subject to 6 months' notice, unless the Lease Agreement expressly provides for a different notice period.
- 4.4 Partial termination of the Lease, including the scaling down of the number of Rented Properties up to a maximum of 10% per month, is only possible if expressly agreed upon in the Lease Agreement and, where applicable, by the end of a calendar month subject to a notice period of 1 month.

## **Art. 5 Sublease and use**

- 5.1 UHA grants Tenant the right to sublet the Rented Property to third parties, but only on the basis of rental agreements by their nature of short duration as referred to in Article 7:232 of the Dutch Civil Code. Prior to subletting, Tenant must provide UHA with the personal details of the person or legal entity to whom the Rented Properties are sublet. UHA must consent in writing to the (legal) person of the intended subtenant. UHA will not withhold its consent on unreasonable grounds.
- 5.2 The Rented Properties are exclusively intended for subletting in the context of a short stay of persons, i.e. one and the same person may stay there for a maximum of 6 months. The Tenant is obliged to ensure this, to properly register the (duration of the) stays (for each different user) and to prevent residents from staying in the Rented Property for longer than 6 months. The Tenant will only use the Rented Property for the agreed purpose, whereby the Rented Properties will not be made available to more than the maximum number of persons stated in the Lease.
- 5.3 Tenant guarantees that none of the residents will transfer the center of their social life to the leased property during the stay (in accordance with the criteria expressed in the decision of the Dutch State Secretary of Finance dated September 19, 2013, Staatscourant 2013, No. 26 851 and the explanatory note to Post b 11 of the “toelichting Tabel I bij de Wet op de Omzetbelasting”).
- 5.4 UHA cannot guarantee the (continued) suitability of the Rented Property for the use referred to in Clause 5.2.
- 5.5 Tenant warrants that the residents present in the Rented Properties by or on behalf of it will not cause any hindrance or nuisance and will comply with the (house) rules and regulations set by UHA.
- 5.6 The Tenant shall keep escape routes and emergency doors in the Leased Premises and the building or complex of buildings of which the Leased Premises is a part unobstructed at all times and guarantee the accessibility of fire-fighting facilities.
- 5.7 Tenant is prohibited from making alterations and additions to the Rented Property.

## **Art. 6 State of the leased property and handover**

- 6.1 Before the commencement of the rental period, UHA shall give Tenant the opportunity to inspect the Rented Property (preferably) jointly. An inspection report shall be drawn up of the inspection.
- 6.2 On or about the eviction date following termination of the Lease, a final (preferably) joint inspection will take place. An inspection report will be made of the final inspection and sent to the Tenant.
- 6.3 If and to the extent Tenant is not present at an inspection or if Tenant does not respond to the inspection report within 48 hours, the inspection report prepared by UHA shall be deemed to have been established as uncontested.

## **Art. 7 (Government) regulations and permits**

- 7.1 Tenant shall ensure that it obtains and maintains the required permits, exemptions and consents which, to the extent applicable, are required for the use of the Subjects as referred to in Article 5.2.
- 7.2 No refusal or revocation of a permit, dispensation or permission referred to in Section 7.1 shall constitute a defect unless said refusal or revocation is the result of an act or omission by UHA.

## **Art. 8 Payment**

- 8.1 UHA shall, prior to the commencement of the first rental period and thereafter each first week of each calendar month, send to Tenant by email an invoice for payment of rental fees for the first subsequent month. Payment of the amount invoiced to Tenant shall, unless otherwise expressly indicated on the invoice, be made no later than one (1) day prior to the start of the rental period as stated on the invoice.
- 8.2 Tenant shall in no case be entitled to any discount or setoff unless UHA has expressly agreed to this in advance in writing.
- 8.3 UHA shall have the right at the commencement of each new Lease Agreement to deny the Tenant access to the Rental Property if and so long as there are any overdue payments or other outstanding claims against Tenant under any other Lease Agreement or legal relationship between the Parties. Keys to the Rented Property shall in such case only be issued after full payment of all outstanding claims.
- 8.4 If Tenant does not comply with its payment obligation within the payment period referred to in Article 8.1, it shall be in default by operation of law at the expiry of that period and shall owe statutory commercial interest on the invoiced amount from the date of default until the date of payment in full, without any further demand or notice of default being required.
- 8.5 All costs of extrajudicial collection of an outstanding debt shall be borne by Tenant. The extrajudicial collection costs are set at 15% of the amount due with a minimum of EUR 300.00.
- 8.6 As soon as possible after the expiration of the Lease Agreement, UHA will prepare a final invoice which must be paid no later than fourteen (14) days after the invoice date.
- 8.7 The rent shall be changed annually on January 1 without prior notice on the basis of the change in the monthly price index figure according to the consumer price index (CPI) series all households (2006=100), published by Statistics Netherlands (CBS). The modified rent is calculated according to the formula: the modified rent is equal to the current rent on the modification date, multiplied by the index figure of the calendar month that lies four calendar months before the calendar month in which the rent is modified, divided by the index figure of the calendar month that lies sixteen calendar months before the calendar month in which the rent is modified, with a minimum of 2%.
- 8.8 As security for the proper performance of its obligations under the Lease Agreement, the Tenant shall deposit the agreed deposit in a bank account specified by the UHA no later than 2 weeks before the effective date of the Lease or as much earlier as the UHA specifies.

## **Art. 9 Sales tax (VAT)**

- 9.1 Turnover tax at the reduced rate is due on the rent pursuant to art. 9 paragraph 2 under a in conjunction with Table I b11 Wet op de Omzetbelasting 1968 and the Uitvoeringsbeschikking Omzetbelasting 1968, Tabel I<sup>1</sup> .
- 9.2 If Tenant does not use or ceases to use the Rented Property in accordance with the provisions of clauses 5.2 and 5.3 or allows it to be used or allows it to be used contrary to the provisions of clauses 5.2 and 5.3 and, as a result, the rent may be exempted from sales tax by operation of law, UHA shall have the right to charge, in addition to the rent in lieu of sales tax, such separate fee as will fully compensate for:
- a. the as a result of exempt rentals for UHA or its legal successor(s) not (any longer) deductible sales tax on the operating costs of the leased property or investments therein;
  - b. the sales tax that UHA or its legal successor(s) is required to pay to the tax authorities as a result of the exemption due to recalculation of input tax as referred to in Article 15, paragraph 4 of the Wet op de Omzetbelasting 1968 or revision as referred to in Articles 11 to 13 of the Uitvoeringsbeschikking Omzetbelasting 1968;
  - c. any other damages suffered by UHA or its successor(s) by reason of the application of the exemption.
- 9.3 The financial loss to be incurred by UHA or its successor(s) as a result of application of the exemption (as referred to in article 9.2) shall be paid by the Tenant to UHA or its successor(s) at the same time as the periodic rent payments and, with the exception of the loss referred to in article 9.2(a), shall be divided equally, if possible by means of an annuity, over the remaining term of the current lease period, but shall be payable immediately, in full and at once from the Tenant when the rent payments are made. 9.2 sub a, if possible by means of an annuity, equally divided over the remaining duration of the current rental period, but shall be immediately due and payable in full and at once from Tenant if the rental agreement is terminated prematurely for any reason whatsoever.
- 9.4 The provisions of Article 9, paragraph 2 (b) shall not apply if at the conclusion of the present lease the review period for the deduction of input tax in respect of the leased property has expired.
- 9.5 If a situation as referred to in clause 9.2 arises, UHA or its successor(s) in title shall notify the Tenant of the amounts which must be paid by United Homes or its successor(s) to the tax authorities and provide an insight into the other damages as referred to in clause 9.2(c). 9.2 sub c. UHA or its successor(s) in title shall cooperate if the Tenant wishes to have the statement of UHA or its successor(s) audited by an independent chartered accountant. The costs thereof shall be borne by Tenant.
- 9.6 If the Tenant fails to comply with the information obligation referred to in Article 9.5 or if it subsequently appears that the Tenant has assumed an incorrect starting point and as a result UHA or its successor(s) in title have erroneously charged sales tax on the rent, the Tenant shall be in default and UHA or its successor(s) in title shall be entitled to recover from Tenant the financial loss caused thereby. This loss shall be the full amount of the sales tax owed to

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<sup>1</sup> [stcrt-2017-72177-1.pdf \(btwjurisprudentie.nl\)](#)

the tax authorities by UHA or its successor(s) in question plus interest, any increases, as well as further costs and damages. The provisions of this paragraph provide for a compensation scheme in the event that the exemption should be deemed applicable retroactively, in addition to the scheme set forth in Article 9.2. The additional damages incurred by UHA or its successor(s) in title as a result of such retroactive effect shall be immediately due and payable in full and at once to the Tenant. UHA or its successor(s) in title shall cooperate if Tenant wishes to have the statement of such additional damages of UHA or its successor(s) audited by an independent chartered accountant. The costs thereof shall be borne by Tenant.

- 9.7 The provisions of this article are also applicable if UHA or its legal successor(s) is confronted with damages only after the lease contract has been terminated, whether or not prematurely, which damages shall then be immediately payable in full by UHA or its legal successor(s).

#### **Art. 10 Liability and damages**

- 10.1 Tenant shall behave as may be expected of a (professional) Tenant or (Sub)Lessor by standards of reasonableness and fairness. When using the Rented Property the Tenant shall not cause any hindrance, nuisance and/or intentional damage and shall ensure that third parties present on his behalf do not do so either. Tenant indemnifies United Homes against any fines imposed on United Homes by or by reason of acts or omissions of Tenant and/or third parties present on his behalf. Tenant shall ensure that those present in the rented premises by or on behalf of Tenant do so in accordance with the stipulations in the house rules.
- 10.2 All (costs of) maintenance and repair of defects as a result of normal use of the Rented Property shall be for UHA's account with the exception of maintenance, repair or replacement based on the cost schedule attached to the Lease Agreement and with the exception of damages caused by intent or gross negligence. UHA shall at all times have the right to repair defects within a reasonable time in its own management.
- 10.3 Tenant shall notify UHA without delay, but no later than 24 hours after the occurrence or discovery of any defect, of the defect and of the damage or impending damage resulting from that defect or from any other cause. If there is an emergency situation requiring immediate intervention, Tenant shall, if necessary, take appropriate measures in good time in accordance with reasonableness and fairness to prevent and limit (further) damage. Where appropriate, the reasonable costs thereof shall be reimbursed to Tenant by UHA upon first request. Costs for replacement accommodation shall be borne by Tenant.
- 10.4 All costs and/or damages to the Rented Property resulting from attributable failure by Tenant and/or those staying in the Rented Property by or on behalf of the Tenant shall be for the Tenant's account. The Tenant shall be obliged to take out and maintain proper (business) liability insurance. All costs and/or damages that are attributable to UHA shall be reimbursed at the most up to the amount covered by UHA's insurance.
- 10.5 If and to the extent that at any time the Rented object cannot or may no longer be used in accordance with the agreed use as referred to in Clause 5.2 as a result of a circumstance which is to be borne by the Tenant pursuant to these Conditions or in accordance with

reasonableness and fairness, the Tenant shall be liable for all loss or damage incurred by UHA as a result.

- 10.6 In the situation referred to in clause 10.5, UHA shall be entitled to terminate the Lease Agreement with immediate effect out of court and the Rented Property shall be vacated as soon as possible but not later than the -if applicable- term prescribed by the government.

#### **Art. 11 Force majeure**

- 11.1 If and insofar as one of the Parties is unable to fulfill the agreements made, or is unable to fulfill them on time or properly, as a result of a cause beyond its control, the obligations of the other Party shall be suspended until the force majeure situation is removed. Force majeure includes all that is understood by law or jurisprudence and all other external unforeseen circumstances, over which in all reasonableness no influence can or could be exercised.
- 11.2 If performance is permanently impossible, both Parties have the right to terminate the Lease Agreement in the manner prescribed by law.
- 11.3 In the cases referred to in Articles 11.1 and 11.2 and except in cases of willful intent and gross negligence by a Party, the Parties shall not be mutually obliged to pay any compensation, except if and insofar as a Party receives compensation for damages from an insurance company or third party, in which case the Parties shall mutually agree on a reasonable division of the compensation received in proportion to the damages suffered by each of the Parties.

#### **Art. 12 Non-timely availability**

- 12.1 If the Rented Property is not available on the commencement date of the Lease Agreement, because the Rented Property has not been completed (in full) on time, or because the previous user has not vacated the Property on time, or because UHA has not yet obtained the necessary government permits, the Tenant shall not owe any rent or service charges until the date on which the Rented Property is available, and its other obligations and the agreed terms shall also be postponed accordingly.
- 12.2 UHA shall not be liable for any damage suffered by Tenant resulting from the delay, unless it can be blamed for an attributable failure in this respect.
- 12.3 Tenant may not claim dissolution of the Lease Agreement unless the late delivery was caused by intent or gross negligence on the part of UHA and it is unacceptable to Tenant on the grounds of reasonableness and fairness for the Lease Agreement to remain unchanged and UHA fails to accommodate Tenant's legitimate interests.

#### **Art. 13 Termination of lease**

- 13.1 As soon as possible after the final settlement, UHA will transfer the deposit paid by Tenant to Tenant, offsetting any then outstanding invoices, costs of repairing defects and damages.

- 13.2 Tenant shall return the Rented Property UHA at the end of the Lease, empty and vacated, free of use and rights of use, properly cleaned and upon surrender of all keys, key cards, etc.
- 13.3 All items apparently abandoned by the Tenant by leaving them in the Leased Premises upon the Tenant's actual abandonment of the Leased Premises may be removed, sold and/or destroyed by UHA, at UHA's discretion, without any liability on its part, at Tenant's expense.
- 13.4 The repair and cleaning work to be performed on the basis of the inspection report shall be performed by UHA at Tenant's expense, except if and to the extent that the Parties agree otherwise.
- 13.5 For the time involved in the repair, counted from the date of termination of the Lease, the Tenant shall owe UHA an amount calculated at the last applicable rent and compensation for additional delivery of items and services, without prejudice to UHA's claim to compensation for further damages and reasonable expenses.

#### **Art. 14 Personal data**

- 14.1 If and to the extent personal data is exchanged and processed in the context of the performance of the Agreement, the Parties will treat such data confidentially in accordance with applicable laws and regulations, including, inter alia, the General Data Protection Regulation (AVG).
- 14.2 Parties will assume that persons residing at the Rented Property are obliged to register in the Non-Registered Persons Register (RNI) or the Basic Registration of Persons (BPR). The Tenant is obliged to keep a proper night registration in accordance with the rules drawn up by the government. Any tourist tax due shall be borne by Tenant and shall be charged to Tenant by UHA in the event that UHA is charged.

#### **Art. 15 Other**

- 15.1 Insofar as UHA has (ub)leased the Rented Property from a (main) Landlord/owner in its turn, Tenant is not permitted, except with UHA's prior written consent, to lease the Rented Property directly or indirectly (through a third party) from the (main) Landlord/owner within 5 years after termination of the Lease Agreement. If this prohibition is breached, Tenant shall be liable for an immediately payable penalty of EUR 5,000.00 per event and EUR 500.00 for each day that the breach continues.

#### **Art. 16 Applicable law and choice of forum.**

- 16.1 Only Dutch law shall apply to any and all agreements and legal relationships between the Parties. Disputes shall be settled by the competent court of the District Court of Rotterdam.
- 16.2 If any part of the lease or these general provisions is null and void or voidable, this shall not affect the validity of the remaining part of the lease and these General Rental Provisions. Instead of the nullified or void part, in accordance with the provisions of article 3: 42 of the Civil Code, what would have been agreed between the parties had they been aware of the nullity or voidability shall apply.