

GENERAL TERMS AND CONDITIONS OF TENANCY STICHTING WONEN LIMBURG AND WONEN LIMBURG ACCENT

#### Your rights and obligations as a tenant of Wonen Limburg and Wonen Limburg Accent

Are you renting housing from Wonen Limburg? Then read these general terms and conditions of tenancy to find out what your rights and obligations are. The terms and conditions of tenancy form part of your rental agreement. From this point on, we will refer to the general terms and conditions of tenancy simply as 'terms and conditions'. Starting on January 1, 2020, the terms and conditions apply to all of Wonen Limburg's and Wonen Limburg's Accent new rental agreements.

## Get in touch with us if you have any questions

We have done our best to make our terms and conditions as clear as possible for everyone. We try to avoid using the kind of legal jargon in which such documents are often written. Where legal concepts are impossible to avoid, we explain them as well as we can.

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Article 17 Disagreements and disputes

## Article 1 Relationship between terms and conditions and your rental agreement

#### 1.1 The terms and conditions are part of your rental agreement

Is there a discrepancy between your rental agreement and these terms and conditions? Then the rental agreement takes precedence.

## 1.2 We adopted these terms and conditions on October 25, 2019

We also deposited them with the Chamber of Commerce and Industry for North Limburg in Venlo under number 13012102.

## Article 2 Renting a house or apartment together with someone else

#### 2.1 All co-tenants have the same right to the house or apartment

The rental agreement states who the tenants are. All co-tenants have the same right to the dwelling (by 'dwelling', we simply mean the house or apartment that you are renting).

## 2.2 Each co-tenant is individually responsible for paying the rent and any fees and charges

That means that we can ask one of the tenants to pay for everything. This is known as 'joint and several liability'. For example, say that we terminate our rental agreement with one of your co-tenants. The costs will not change, and the tenants who remain must cover them. Besides rent, you also pay service fees and utility charges (based on a separate meter for your dwelling).



#### 2.3 All co-tenants must cancel the rental agreement together

We can make an exception and let just one of the co-tenants cancel the agreement, but the remaining co-tenants must agree to this as well. Even if everyone agrees to a co-tenant cancelling the agreement, we may enforce extra terms and conditions, for example if nuisance is being caused.

# 2.4 If you get married or enter into a registered partnership and you live with your spouse or partner in the dwelling, your partner automatically becomes a co-tenant

Let us know as soon as possible if you get married or enter a registered partnership. We also need to know as soon as possible if you are divorcing or ending your registered partnership, even if you want to continue renting your house or apartment. Does your ex plan to continue renting? Then he or she should let us know as quickly as possible by letter or e-mail. Make sure that you both sign it.

#### 2.5 Your partner can become a co-tenant even if you are not married or registered partners

Have you been living with someone for at least two years without a break? Then you can ask us to put your partner's name on the rental agreement. Do this by writing us a letter or an e-mail that you have both signed. We will then decide whether your partner can become a co-tenant.

## 2.6 We do not differentiate between co-tenants

All co-tenants are the same in our eyes. Arrangements that we make with one co-tenant apply to all co-tenants. If we comply with an arrangement on behalf of one co-tenant, then we have in fact complied with our arrangement. The other co-tenants cannot ask us to do so again on their behalf. For example, if we compensate one of the co-tenants for his moving expenses, the other co-tenants can no longer claim that compensation from us.

## Article 3 Access to the dwelling

## 3.1 You can have access to the house or apartment as soon as the rental agreement goes into effect

The effective date of your rental agreement is stated in the agreement itself. The effective date always falls on a weekday. Are you unable to access the house or apartment on that date? Then we will do our best to see that you can access it as soon as possible. We will make no more than a reasonable effort in this regard.

## 3.2 You must accept the dwelling as described in the move-in checklist

You complete this checklist with us. The checklist describes the condition of the dwelling when you agree to take it. You receive a copy of the move-in checklist when you sign the rental agreement. By signing, you agree that the checklist is accurate and complete.

## Article 4 Service fees

## 4.1 You must pay monthly service fees and/or heating charges

Your rental agreement lists the service fees that you will need to pay. You pay an advance every month. This means that we estimate the costs that we expect to incur. After the end of the year, we calculate whether our estimate was correct.

#### 4.2 You will receive a year-end invoice for these fees/charges every year

The year-end invoice states how much you should have paid in service fees and/or heating charges. It also states how much you have already paid in monthly advances. If you paid too much in advance, then we will refund the difference. If you have not paid enough in advance, then you owe us the difference. There is an exception: if you pay fees into a fund that we have set up or into an insurance policy that we have taken out, you will not receive a year-end invoice. In some cases, we contract another party to deal with the advance payments and year-end invoices. That party may charge an administrative fee of 1% for its services.

#### 4.3 We are entitled to adjust the service fees and/or heating charges

You must pay the new service fees and/or heating charges in advance. If we decide to adjust the service fees and/or heating charges, we will let you know when the new amounts go into effect.

# 4.4 We are entitled to make changes to the services for which we charge service fees in the following cases

We can do this if:

- the changes concern services that we can only deliver to a number of tenants as a group
- more than 70% of these tenants agree to the changes.

## 4.5 You can object to the new services and fees

To do this, you must go to court within 8 weeks of the date of our letter stating that 70% of our tenants have agreed to the changes. After 8 weeks, you lose the right to object. In addition, you can only object if you did not agree to the changes yourself.



## 4.6 In most cases, you will be obliged to agree to the new services and fees

Even if less than 70% of our tenants agree to the changes, you will have to accept the new services and the fees associated with them in the following situations:

1. if we have a serious reason for making the changes, and

2. if we provided you and any occupants<sup>7</sup> committee and tenants' organization with information about the changes in advance and consulted with them.

#### 4.7 You must pay the new service fees on the first day of the following month

If we make changes to the services associated with your dwelling and adjust your service fees as a result, then you will pay the new fee as of the first day of the following month.

## 4.8 We can call in an expert if the meters that record consumption malfunction

If we base our charges on consumption meters and these meters malfunction, then we will call in a specialist firm to determine what your consumption is.

We will also do this if:

- the meters are damaged

- the meters have been destroyed or removed

- someone (you or another person) has deliberately altered the meters.

In the above cases, you will have to pay for the damage.

#### 4.9 The following charges are not included in the service fees

- any charges arising from a contract that you sign with a utility company for your dwelling. Examples include water, gas, electricity and other energy

- charges for audio, video and other transmission signals.

## 4.10 You must comply with the rules and the terms and conditions of the firms referred to above

You must also allow these firms to install meters when necessary, and to read the meters. That is how you can avoid fines and extra charges and being liable for damage that might otherwise arise.

## Article 5 Our obligations

#### 5.1 We must repair defects in your dwelling

We will do so if you ask us to. We are not obliged to repair defects in the following three situations:

1. if it is impossible to repair the defect

2. if the cost of repairing the defect is unreasonable

3. if you are obliged by law and your rental agreement to carry out the repair yourself. See article 7 for more information.

#### 5.2 We do not have to repair the following defects

- defects in alterations that you yourself have made

- defects in alterations that the previous tenant made and that you accepted when you rented the dwelling
- defects and minor improvements for which you yourself are liable. See article 7 for more information
- defects in non-standard amenities.

## Article 6 Your obligations

#### 6.1 You must pay us an amount every month in the way that we specify

This amount consists of your rent, utility charges based on a separate meter, service fees and, in some cases, heating charges. You must pay the amount you owe us before the first day of the month covered by that amount. For example, you must pay rent and service fees for the month of May *before* the first of May.

#### 6.2 You must pay a fine if you do not pay your rent and service fees/charges on time

The fine consists of interest on the payments you have missed as well as a collection fee. See article 13.2 for more information.

## 6.3 You may not offset any amount

The only exception is if we fail to deal with a defect (in good time) that we are obliged to address. You must provide us with written notice of default first, however. This is a formal letter describing the defect. We will then deal with the defect within 6 weeks. If it turns out to be impossible to make the repair within that time period, then we will talk to you about how to resolve the problem. If we fail to respond within 6 weeks and you have to deal with the defect yourself, then you are entitled to offset the cost of repair against money that you owe us, but only if the cost is reasonable.



## 6.4 You must conduct yourself like a good tenant

You do that by behaving the way we would expect a good tenant to behave. That means that you act responsibly as a tenant, but also that you keep your house or apartment neat and clean and furnish and use it properly.

#### 6.5 You may only use your dwelling as a place to live

You may also only use the communal areas that adjoin your dwelling for their intended purposes. You may not use your dwelling or the communal areas for business purposes, unless we have consented to this in advance by letter or e-mail. We may draw up a separate set of terms and conditions in that case.

Communal areas are the areas that you share with other tenants, for example stairwells, elevators, basements, attics, garages, parking spaces, storage rooms, interconnected balconies, gardens and courtyards.

#### 6.6 You must live in the dwelling yourself

Your dwelling is your main residence. That means that you live there and that you do not allow anyone who is not a tenant to live there, unless that person is a member of your household.

#### 6.7 You may not sublet the dwelling or any part of the dwelling without our consent

By sublet, we mean that you let someone else live in the house or apartment and charge them rent. You may also not let someone else live in your dwelling for free, unless they are a member of your household or you are offering your house or apartment online, for example on <u>www.airbnb.nl</u>, <u>www.marktplaats.nl</u> or other websites.

## 6.8 You must ask for our written consent

If you do want to sublet your dwelling or part of your dwelling, or if you want to take in a boarder, then you must ask for our written consent in advance. Send us a letter or an e-mail stating your request. We may make our agreement subject to special terms and conditions.

## 6.9 You must cooperate if we suspect that you are subletting

If we suspect that you are subletting the dwelling without our consent, we can start an investigation. You must cooperate with us in that case. If we ask, you must provide the personal details of any users or subletters. If we suspect that you live somewhere else most of the time, or that you are letting someone else live in the house or apartment without our consent, you will be under a 'strict obligation to furnish information and reasons', as it is known in legal terms. This means that you must explain the facts and circumstances of your situation and prove that you have in fact lived in the dwelling the whole time.

If you do not comply with these rules, you will be charged:

- a one-time fine of € 2500

- any income that you received from subletting the dwelling
- € 50 a day for every day that you do not comply with the above rules.

The maximum fine is € 15,000.

## 6.10 You must not inconvenience or bother other residents

You must not inconvenience or bother others. You are also responsible for the behavior of any housemates, pets, guests or others who visit you. You and they may not inconvenience others in and around your dwelling or in the communal areas. If your pets are troublesome, then we may specify extra terms and conditions or forbid you from keeping them.

Examples of nuisance or inconvenience:

- noise
- harassment or threats
- trash left behind in communal areas.

### 6.11 You must treat us and our staff with respect

- This means that you must not:
- swear
- make threats
- become violent
- use discriminatory or insulting language.

These rules also apply for your housemates and visitors. If you break these rules, we can terminate your rental agreement and you will have to move out.

#### 6.12 You must not manufacture or sell drugs in the dwelling

You may not engage in any activities prohibited under the Dutch Opium Act and associated with drugs. This includes growing, drying or trimming hemp (cannabis). If you do this anyway, you will be evicted. The Dutch policy of tolerance towards soft drugs does not extend to these activities. We will terminate your rental agreement, even if we have to go to court to do so, and you will be evicted. You will also have to pay a fine and any damage costs.



If you do not comply with these rules, you will be charged:

- a one-time fine of € 2500

- € 50 a day for every day that you do not comply with the above rules. The maximum fine is € 5000

- possible damages. You will only pay damages if our losses exceed the fine that you are required to pay, and only the amount by which the loss exceeds the fine. For example, if you have to pay a  $\in$  5000 fine but our loss is  $\notin$  7000, you will pay  $\notin$  2000 on top of the fine.

## 6.13 You must keep your yard or garden neat and tidy

This means that your lawn, flower garden or vegetable patch must be well maintained and that you may not use it to park vehicles, boats or campers or as storage space for merchandise, trash, dangerous or environmentally harmful substances, and so on. You must make sure that trees and plants in your yard are not bothersome for others. You can do that by:

- keeping tree branches and shrubs properly pruned
- not stowing trash or castoffs in the yard and not parking boats, campers, trailers or other vehicles there
- not planting trees, shrubs or other plants in your yard that might be bothersome to others
- not keeping animals in your yard.

If you do not comply with these rules, we will alter the yard or have it altered at your expense.

If we find that the yard has not been maintained to our satisfaction when you cancel your rental agreement, or if the condition of the yard inconveniences or bothers others, we will ask you to alter it, for example by removing certain trees or plants, or we will have them removed at your expense.

## 6.14 You must keep communal areas clear of objects

For information on communal areas, please read article 6.5. You must not store any trash, castoffs, bicycles, mobility scooters or baby buggies in these areas. You must also not store anything here that is hazardous or harmful to the environment. If you do this anyway, we are entitled to remove these objects and charge you for the expense. You will also be fined € 20 each time you break the rules.

## 6.15 You must take precautions against damage to your dwelling

Especially damage caused by fire, storm, water or frost. Other risks include storage of flammable substances, such as lighter fluid, or substances that can cause flammable substances to combust, such as nitrous oxide. Has the dwelling been damaged despite your precautions? Or do you think that it could be damaged soon? Or is there a defect that could cause damage? Then let us know as quickly as possible. If you do not contact us and damage or a hazardous situation results, then you will have to pay for the damage. In the worst case, we can terminate your rental agreement and you will have to move out.

## 6.16 You must furnish the house or apartment

If you move into a multi-level building, you must put down flooring to provide sufficient soundproofing, but it is also important to cover the windows and furnish the place.

## 6.17 You must allow our staff to enter the dwelling for inspections

Our staff may call on you to check whether you are complying with all the terms and conditions and with your rental agreement. They may also want to check the meter readings, for example. We can also send a private firm to your dwelling to do this on our behalf. You must allow this firm's employees to enter your house or apartment.

## 6.18 You must inform us of your new address if you no longer live in the dwelling

Do this as soon as possible. That way we can be sure that we're sending mail to the right address.

## Article 7 Home improvements

## 7.1 You must make and pay for all minor improvements yourself

Improvements include repairs and maintenance. The law describes the repairs and maintenance for which you are responsible. You will find this description in the Minor Repairs (Tenant's Liability) Decree [Besluit kleine herstellingen]. To find out which repairs we will do and which ones you need to do yourself, see the leaflet 'Home maintenance: Let's do it together' (Onderhoud aan uw woning: Daar zorgen we samen voor) on our website.

## 7.2 You must follow our rules when carrying out repairs

You must also follow the official rules, for example the Building Decree [*Bouwbesluit*] or the local building code. If you are replacing something, make sure that the new item meets the same quality standard.

## 7.3 You must keep communal areas clean

Unless we have agreed otherwise. By communal areas, we mean stairwells, elevators, basements, attics, garages, storage rooms, interconnected balconies, gardens, courtyards and alleys.

## 7.4 You must maintain any home improvements that you have made yourself

You must also cover the costs of maintenance. For a definition of 'self-installed amenities', see article 9.



#### Article 8 Urgent work and renovations

#### 8.1 You must cooperate if we want to carry out urgent work in your dwelling

By urgent work, we mean any maintenance or repairs that cannot be postponed until the end of your rental agreement. You must also cooperate if we carry out urgent work in adjoining apartments or houses, or in communal areas and on technical systems.

#### 8.2 We will not lower your rent or compensate you for any inconvenience

Even if you are inconvenienced by urgent work, you will not receive compensation or a reduction in your rent.

## 8.3 You must cooperate with us on a renovation

A renovation involves altering or adding something to your dwelling to make living there a pleasanter experience. You must cooperate with us on a renovation if we make you a reasonable proposal. A proposal is assumed to be reasonable if 70% of the tenants in the complex agree to it. If we plan to renovate your house or apartment, we will notify you by letter.

#### 8.4 We do our work on weekdays

We or one of our maintenance partners will let you know when or around what time we will be doing our work. We only work on weekends or in the evening in emergencies. If you do not cooperate with us when we plan to carry out urgent work or a renovation and the terms and conditions state that you must do so, then we will ask the courts to order you to cooperate.

## Article 9 Your own alterations

#### 9.1 You may make minor alterations to the interior of your house or apartment

These are alterations that will be easy to undo later without it costing a lot of money, and that do not pose a risk to you, your neighbors or others. These minor alterations should also not inconvenience anyone.

## 9.2 You may only undertake major alterations if they meet our requirements

The requirements are:

- 1) The alteration must be safe and technically sound. For example, you must hire a certified fitter to make alterations to gas, water and electrical systems and submit an official inspection report.
- 2) The alteration must comply with government regulations. For example, you may need a permit to make certain alterations.
- 3) The alteration must not impair the dwelling's energy performance or the contractor's energy performance guarantee. That is why we prohibit alterations to the thermal shell of the building that would compromise energy performance. We also prohibit any alterations to structures that separate rain water (runoff) from the sewer. If you are unsure whether a structure separates runoff from the sewer or whether an alteration that you are planning will compromise energy performance, ask Wonen Limburg for advice. If you wish to alter the thermal shell, Wonen Limburg can advise you on possible alternatives that will not impair the energy performance.
- 4) The alteration must be intact, well maintained and function properly.
- 5) The alteration must not create problems for others; it must not damage your dwelling or the building in which the dwelling is situated.

#### 9.3 You must remove any alterations that do not meet these requirements

You must do this as soon as we ask you to. Otherwise, you risk our removing the alteration for you, and charging you for the expense.

## 9.4 You must maintain the alteration yourself

This also means that you must repair damage or defects yourself or have them repaired. The same goes for any previous tenant's alterations that you accepted when you moved in.

## 9.5 You must remove the alteration if it prevents our carrying out a renovation or urgent work

At times we may have to do urgent work or carry out a renovation in your house or apartment. If your alteration is in the way, then you must remove it if we ask you to. You will have to pay the costs of removal yourself.

#### 9.6 You are liable for any damage associated with the alteration

Has the alteration caused any damage? For example, has it damaged the house or apartment or has someone been injured because of it? Then you will have to pay all the associated costs.

## 9.7 Article 9 also applies to alterations that you purchased from the previous tenant

We will agree with you in advance about which alterations are concerned.



## Article 10 Cancelling your rental agreement

#### 10.1 To cancel the rental agreement, send us a message

You must send us a registered letter to cancel the rental agreement. You may also notify us by regular mail, an email or on the phone. In those cases, cancellation is only valid if we send you confirmation.

#### 10.2 You must observe a notice period of at least 1 month

You can notify us that you are cancelling your rental agreement on any day of a calendar month except for Saturdays, Sundays or public holidays. If you send notice on a weekend or public holiday, the 1-month notice period begins on the next normal workday.

#### 10.3 We can agree that the rental agreement will end on a different date

But only if we both approve.

# 10.4 We will only terminate your rental agreement if our reason for doing so is specified in the Dutch Civil Code

For example, we will terminate your agreement if we want to carry out renovations that would not be possible under your rental agreement, or if you have not conducted yourself the way a good tenant should. We will always let you know why we are terminating your rental agreement.

#### 10.5 We must observe a notice period of at least 3 months

A month is added for each year that you live in the house or apartment, provided that you have lived there for the entire year, without breaks. The maximum notice period is 6 months.

#### 10.6 You must let in people who wish to view the apartment or house

If you or if we have given notice of termination and we have people who are interested in renting or buying the apartment or house, then you must let these people in to view it.

## 10.7 You must cancel your rental agreement before you leave the house or apartment for good

You must continue to comply with your obligations until the rental agreement ends. You must cancel your rental agreement as described in this article. If you move out without cancelling, you will still have to meet your obligations.

## Article 11 Vacating the dwelling

#### 11.1 You must empty the dwelling of all your belongings, clean it, and hand in all the keys

We assume that you will leave the house or apartment in the same condition as when you agreed to take it. See article 3.2 for more about the move-in checklist. You do not have to take action on normal wear and tear. Have you made alterations to the dwelling? Then article 11.3 applies.

#### 11.2 We will inspect the house or apartment before the end of the rental agreement

At your request, we can schedule a preliminary inspection with you. We will then go over the dwelling with you and show you which repairs you need to carry out. We will also estimate the cost of these repairs. We will write down what we have arranged and send this document to you. Occasionally, we require tenants to schedule a preliminary inspection. If so, then you must cooperate with the inspection. Please note that if the dwelling is still occupied and furnished during the inspection, we will not be able to view everything. That is why the move-in checklist takes precedence. At the end of your rental agreement, you will return the house or apartment to us. We will then check whether you have complied with the arrangements made after the preliminary inspection and whether there are any discrepancies between the dwelling and the move-in checklist. Article 11.4 describes what happens if you do not cooperate with the inspections or if you do not do what we have arranged.

#### 11.3 If you have altered the dwelling yourself, the following applies:

a. You must remove small alterations, for example mirrors and blinds.

b. You must remove alterations that do not comply with article 9.2.

c. You may take alterations with you when you move out. However, you must leave the house or apartment in the same condition as when you moved in.

d. If you do not wish to take the alteration with you, then you may only leave it behind if it complies with article 9.2. We may reimburse you for the alteration in some cases, but that depends on many different factors. Read the Tenant's Alterations policy [*Zelf Aangebrachte Voorzieningen*] on our website to see whether you qualify for reimbursement.

## 11.4 If you move out without cleaning or making the agreed repairs, you must pay us to do so

If you fail to make the repairs agreed on during the preliminary inspection, then we will do them instead. You will have to pay us for this. You also have to pay for any other work still required, for example to repair any damage. If



this means a delay before we can bring in the next tenant, then you will also have to pay the rent that we lose as a result.

#### 11.5 If you leave any belongings behind, we will have them removed at your expense

Once your rental agreement has ended, you may no longer store belongings in the house or apartment. You waive ownership of any items that you leave behind. That means that they no longer belong to you. We will remove them and charge you for the expense.

#### 11.6 Let us know if the new tenant wants to purchase any of your belongings

In that case, we will not remove the specified items.

#### 11.7 We decide who the next tenant will be

We are not obliged to rent out the house or apartment to anyone you propose as the next tenant, even if this person has agreed to purchase alterations or other belongings.

## Article 12 Your liabilities and our liabilities

## 12.1 You are liable for any damage to the dwelling

You are liable for any damage caused by failure to comply with your obligations. Is the damage inside and do you believe that you are not liable for it? Then you will have to prove that is the case. That is not true if the damage is on the outside, or if the damage was caused by fire. In both those cases, *we* will have to prove that you are liable for the damage.

#### 12.2 You are also liable for your housemates, guests and others who visit you

If they cause damage or do something prohibited, you are liable.

#### 12.3 We must compensate you for damage that is our fault

If a defect causes damage, the defect arose after we signed the rental agreement with you, and we are responsible for the defect, then we must compensate you for the damage.

#### 12.4 We are not liable in the event of natural disasters or violence

We are not liable for damage caused by the following:

- storms
- frost
- lightning strike
- snow
- flooding
- rising or falling ground water levels
- nuclear reactions
- armed conflict
- civil unrest
- uprisings
- rioting
- willful damage
- other major disasters.

Whether the damage concerns property or persons is irrelevant. We are not liable in accordance with Sections 6:173 and 6:174 of the Dutch Civil Code.

#### 12.5 We are not liable if something or someone else causes a nuisance

And the nuisance results in damage for you.

#### 12.6 You must take out household insurance for the belongings that you keep in the dwelling

Were your belongings damaged while they were in the house or apartment? Then ask your insurer whether your household insurance covers the damage.

## Article 13 Non-compliance with arrangements

## 13.1 If you do not stick to the arrangements we make, you will have to pay extra costs

These are costs that we are obliged to incur because you did not abide by the arrangements, for example to pay the process server or the costs of legal proceedings.

#### 13.2 If you owe us money, then you must pay on time

If you do not, then you will have to pay interest on the overdue amount. The interest charges begin to accumulate on the first day that you should have paid. In addition, you will have to pay a debt-collection fee of at least  $\in$  40.



Is the official tenant a foundation or business that you own? Then you will pay 15% interest on the total amount overdue, with the minimum penalty being € 75.

#### Article 14 Other charges

#### 14.1 You must pay the following tax bills and charges

- waste collection and water board charges for the dwelling and communal areas

- taxes, municipal taxes on encroachments onto public land, duties, levies, user fees

- environmental levies and sewerage charges. This includes the pollution tax on surface waters and the contribution to wastewater treatment costs and tax assessments or charges in accordance with the Dutch Environment Act.

If we are billed for these costs, then you must pay them if we ask you to.

## Article 15 Rent adjustments

## 15.1 We adjust the rent for public (i.e. social) housing every year

We do this in line with legislation and regulations. Such regulations do not apply to deregulated rental properties.

## 15.2 We adjust the rent for deregulated rental properties every year

We will increase the rent by no more than the consumer price index (CPI) figure. That figure shows how much prices have risen on average. The CPI is published by Statistics Netherlands. You must pay the higher rent even if we have not informed you of the increase.

## Article 16 Other important information

# 16.1 You will be fined € 25 a day if you do not comply with these terms and conditions or your rental agreement

The maximum fine is  $\leq$  15,000. The fine does not excuse you from meeting your obligations. You do not have to pay the fine if you have already been fined under these terms and conditions. In other words, you do not have to pay 2 fines at the same time for the same infringement.

#### 16.2 If one of the provisions of these terms and conditions becomes invalid, the rest remain valid

Imagine that there's a change in the law that makes one of the articles of these terms and conditions unlawful. That article would no longer be valid. However, that does not invalidate any of the other articles. And the *intention* of the invalid article remains in effect to the extent possible.

# 16.3 Special arrangements apply if the building in which your dwelling is located is divided into apartment rights

These arrangements can be found in the following documents accompanying your rental agreement:

- the deed of division
- the property division regulations
- other rules and regulations
- decisions by the Owners' Association
- standing rules.

If an important decision is taken after you have signed your rental agreement, we will notify you. The Owners' Association is responsible for maintaining communal areas and systems.

## 16.4 You must comply with the arrangements you made with water and energy supply companies and the grid operator

 $\overline{Y}$  ou are the only one who purchases energy and water for your dwelling, and you do this soon as the rental agreement goes into effect. You must conclude agreements with one or more energy and water supply companies and comply fully with the provisions of these agreements.

You must also comply with the arrangements that you make with the grid operator. We can never be held liable for tenants' arrangements with grid operators or with water or energy supply companies.

#### 16.5 You must respect the property rights of utility companies

It is possible that utility companies have structures or facilities in or around your dwelling for which they have established property rights. If they are obliged to repair or otherwise work on these structures or facilities, you must cooperate.



#### 16.6 We are entitled to amend our policies

We can do that if the amendments are consistent with the law and these terms and conditions. You must comply with such amendments. We will let you know if we amend our policies.

## 16.7 You must dispose of trash and chemical waste in the correct way

You must follow our rules and the rules set by the authorities, including the municipality. If you do not, then you may be fined. You will also be held liable for any damage that we or others sustain if you do not comply.

#### 16.8 We will be careful with your data

We document your personal details and share them with others. We do this carefully and in compliance with the rules set out in the law. Read our privacy statement on our website.

#### Article 17 Disagreements and disputes

#### 17.1 We will talk to each other first if we disagree on something

If a disagreement arises between us, and the rental agreement, these terms and conditions and the law are silent about how to resolve it, then we will start by talking to you.

### 17.2 What if we can't resolve the disagreement? Then you can approach the disputes committee

If you do not like the way we are dealing with your complaint, then you can submit it to an independent disputes committee.

## 17.3 You and we can always go to court or to the Rent Tribunal

We can both do that if we cannot resolve the dispute.