

Translation from Dutch

This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding. These general conditions are subject to Dutch law. This tenancy is subject to Dutch Law.

GENERAL TERMS & CONDITIONS FOR LEASE OF HOUSING ACCOMMODATION

Model established by the Real Estate Council (*Raad voor Onroerende Zaken*) 30 July 2003 and lodged with the Clerk of the Court in The Hague on 31 July 2003 and registered under number 74/2003. The Council accepts no responsibility for any adverse consequences arising as a result of use of the text from this model.

Use

- 1.1 The Tenant shall use the rental property during the whole term of the contract actively, properly and personally, exclusively for the purpose indicated in the Rental Agreement and paying due attention to existing restricted rights and any requirements imposed or to be imposed by the government, fire department or utility companies in relation to the use of the rental property. "Utility companies" is intended to include the type of business which is involved in supplying and metering the use of energy, water and suchlike. Unless at the start of the Rental Agreement there is a let of accommodation on a semi-furnished or furnished basis, the Tenant shall furnish and equip the rental property at the start of the lease. The Tenant shall keep the rental property fully furnished and equipped.
- 1.2 The Tenant shall comply with written or verbal instructions provided by or on behalf of the Landlord in the interests of proper use of the rental property and of the various areas, installations and provisions of the building or complex of which the rental property forms part.
- 1.3 Unless the Landlord has given prior written consent, the Tenant is not entitled to let or sub-let the rental property nor to give any third party any rights to use them, in whole or in part, this to include the letting of rooms and the provision of guest house facilities and giving up the tenancy. Any consent given by the Landlord shall be on a once-only basis and will not apply to other or subsequent cases.
- 1.4 If the Tenant contravenes the provisions of clause 1.3, he will be liable to the Landlord for a directly enforceable penalty for each day that the contravention continues, equivalent to three times the daily rental chargeable by the Tenant at the time with a minimum of € 45.- per day, without prejudice to the Landlord's right to have the Rental Agreement complied with or to dissolve the Rental Agreement on the grounds of breach of contract, and to claim damages insofar as these exceed the penalty. Furthermore, the Tenant shall pay over to the Landlord all income received by him.
- 1.5 If the Landlord has reason to assume that the Tenant has yielded rights of use or sub-let or is making guest house provisions, either in whole or in part, without the Landlord's consent, the Tenant shall be obliged to co-operate in any investigation instigated by the Landlord. This shall include an obligation on the Tenant to provide, on request, the personal details of those using or subletting the rental property.

- 1.6 The Tenant is not permitted to use storage rooms, garages, etc., pertaining to the rental property as living rooms, as storage except for his own non-commercial use, as working space or as sales accommodation or otherwise to hold any auctions or sales in or beside those places.
- 1.7 The Landlord is obliged to make the rental property available to the Tenant on the anticipated entry date for the Lease. If the Landlord, for reasons beyond his control, cannot make the rental property available on time - for example because the previous tenant has not vacated the rental property on time in contravention of the arrangements made for this, or the Landlord has not received any permits he has applied for in due time or the rental property is not available in time - the Landlord shall not be liable for this and the tenancy will commence on the date when the Landlord does make the rental property available to the Tenant, unless the Tenant has, in the meantime, advised the Landlord in writing that he no longer wishes to proceed with the tenancy. If the Landlord cannot make the rental property available on time, the Landlord's only liability will be to take such immediate steps as are necessary to keep any further delays to a minimum.

Condition at start and end of the lease

- 2.1 At the start of the Rental Agreement the rental property is or shall be delivered to and accepted by the Tenant in good condition, without defects. This is the condition in which the rental property can provide the Tenant with the enjoyment he is entitled to expect at the start of the Rental Agreement from a well-maintained property of the type to which the Rental Agreement relates. The condition of the rental property at the start of the Rental Agreement shall be established in a dated inspection report/description prepared in duplicate at least, signed by the parties and with a copy being given to each party.
If there is any suggestion of a defect at the start of the Rental Agreement, this will be confirmed in the inspection report/description. Any such defect will be remedied by the Landlord within a reasonable period. If the Landlord fails to do so, he will only be in breach of contract after the Tenant sends the Landlord a notice of default.
- 2.2 Unless otherwise agreed in writing, the Tenant shall surrender the rental property to the Landlord at the end of the Rental Agreement or at the end of use thereof in the condition as described at the start of the lease, account being taken of any subsequent work done by the Landlord and normal wear and tear and ageing.
- 2.3 Furthermore, the rental property shall be surrendered completely cleared, free of use and rights of use, properly cleaned, and with all keys being returned to the Landlord. The Tenant is obliged to remove, at his own expense, all items introduced by him in, on or about the rental property or taken over by him from the previous tenant, unless otherwise agreed in writing. Moreover, the Tenant shall repair any damage caused to the rental property by the removal of items, shall make sure that all un-papered walls and ceilings are white in colour and, if the rental property includes a garden, shall leave this unpolluted and properly maintained (without holes or pits).
- 2.4 The parties shall carry out a joint inspection of the rental property at the end of the Rental Agreement. A further inspection report shall be prepared by the Landlord and signed by the parties. This inspection report shall be compared with the inspection report prepared at the start of the lease.
It shall then be established whether the Tenant has to carry out any maintenance or repair works. If the Tenant does not co-operate in this inspection, the Landlord's findings contained in the inspection report will be taken to be correct in the absence of proof to the contrary by the Tenant.
- 2.5 The Tenant shall arrange for any repair or maintenance works contained in the inspection report to be carried out before he finally leaves the rental property.
- 2.6 If the Tenant does not carry out the maintenance and repair work contained in the inspection report or does not do so adequately, the Landlord shall be entitled to have those works carried out at the Tenant's expense, without any requirement for issuing a notice of default to the Tenant by or on behalf of the Landlord. Any damage only apparent after the clearance of the habitable rooms has taken place and which should have been repaired by the Tenant, or work that should have been done by the Tenant and only becomes apparent at that stage, shall likewise entitle the Landlord to have that work carried out at the Tenant's expense, without any requirement for issuing a notice of default to the Tenant by or on behalf of the Landlord.
- 2.7 The Tenant shall be liable to pay to the Landlord an amount, calculated in accordance with the most recently applicable rental and payment for ancillary supplies and services, for the time it takes to have the work carried out to restore the rental property to the condition specified in Clause 2.2 and calculating from the day after the date on which the Rental Agreement ends, all without prejudice to the Landlord's claim for compensation for further damages and costs. The Tenant shall not be entitled to invoke any rights under this provision.

- 2.8** The Tenant shall forfeit the ownership of any items he may be deemed to have abandoned by leaving them in the rental property when he actually leaves the rental property. Such items may, in the Landlord's option, be removed by the Landlord, at the Tenant's expense, without any liability on the Landlord's part and without any obligation of maintaining records. The Landlord shall be free to make use of such items, including the right to take them into his own possession or to leave them standing in the street at the Tenant's risk, all in the Landlord's own discretion. The Landlord may also elect to have the items taken away for immediate destruction or to have them stored temporarily. If the Landlord has the items concerned taken away for storage, the Tenant may only recover those items from the Landlord, during the time they are in storage, against a one-off payment to the Landlord of all sums due by the Tenant to the Landlord. The Landlord shall not be liable for damage to the items in question during removal, transportation or storage.
- 2.9** The provisions of Clause 2.8 shall not apply to moveable items which the Tenant has handed over to the subsequent tenant, provided the Landlord is informed of such a handover in writing.

Alterations made by the Tenant

- 3.1** The Tenant will at all times inform the Landlord in writing of any alterations or additions to the rental property the Tenant wishes to do, or have done on his behalf. This includes drilling holes in floors, ceilings or walls, unless it concerns small holes for screws and nails.
- 3.2** The Tenant may not change or add to the interior of the rental property without the Landlord's previous written permission if these changes cannot be undone or removed by the Tenant, at nominal cost, on termination of the tenancy agreement. If changes or additions have been made with the Landlord's permission the Tenant must ensure the rental property is returned to its original state at the end of the lease period.
- 3.3** The Tenant requires the Landlord's prior written permission for changes or additions to the outside of the rental property including the grounds, the balcony, the common spaces and the garden, (unless it concerns landscaping for an ornamental garden).
- 3.4** Unless both parties specifically agree otherwise in writing, the Landlord will not grant permission for changes and additions the Tenants wish to make if:
- the future rental marketability of the property will be adversely affected;
 - the change leads to a reduction in value of the rental property;
 - the change would not increase the quality of living;
 - the Landlord has serious objections to the additions.
- 3.5** The Landlord will have serious objections in any case if the changes or additions:
- do not comply with the applicable government and/or utility company regulations or if the required permits have not been obtained;
 - do not meet technical standards;
 - adversely affect the future rental prospects of the rental property and/or adjacent properties;
 - result in the rental property no longer being allocated to potential tenants in the Landlord's primary target group;
 - are, or may be, reasonably dangerous for the rental property or the building in which it is situated
 - changes the nature of the rental property
 - contravenes the conditions under which the owner of the rental property acquired the ownership of the rental property.
- 3.6** The Landlord is entitled to attach conditions to any permission granted, particularly with respect to the materials to be used and the quality thereof, the structures to be built and the manner in which work is done by the Tenant, and in particular with a view to the possibility of and the effects of future maintenance and safety. In addition, the Landlord may attach conditions to the permission granted with respect to fire, storm and liability insurance and also with respect to taxes, levies and liability.
- 3.7** If the Landlord grants permission, he will inform the Tenant as to whether or not the alterations must be removed at the end of the tenancy agreement. If the Landlord wants the alterations removed, he will be entitled to request a guarantee or security for the fulfilment of this obligation. The alterations will not have to be removed if, at the joint request of the vacating Tenant and the new Tenant, the Landlord agrees to retain the improvements made by the vacating Tenant and they are accepted at the beginning of the Rental Agreement by the new Tenant. Such permission may only be requested from the Landlord by making use of the Acquisition form which is to be made

available by the Landlord to the vacating Tenant and the new Tenant. Subsequently the new tenant shall, for his part, make arrangements at the end of his lease contract for the removal of the alterations, unless this can be avoided once again by means of the provisions in the first sentence.

- 3.8** The Tenant is obliged to fully maintain and repair the alterations made or acquired by him. In the event that the Tenant has acquired items, alterations or improvements from a previous tenant, the Landlord can never be held liable. The Tenant will safeguard the Landlord against claims by third parties for damage caused by alterations and additions made by Tenant.
- 3.9** Non-papered walls and ceilings in the rental property may not be wallpapered by the Tenant. The Tenant is not permitted to put stickers on paintwork or to glue carpet directly onto floors or stairs. Any material the Tenant applies to the walls, such as plaster work, cement or textured paint, decorative plaster and suchlike shall be removed by the Tenant at the end of the Rental Agreement unless the subsequent tenant informs the Landlord in writing that he shall take over the wall finishes introduced by the Tenant and that he (the new tenant) shall, in turn, arrange for their removal at the end of his Rental Agreement
- 3.10** Any consent given by the Landlord is on a once-only basis and will not apply to other or subsequent cases.
- 3.11** The Landlord is not bound by a recommendation for a new tenant by the vacating tenant; not even if this recommended new tenant wishes to take over items from the vacating tenant or wishes to take over the improvements or alterations in or to the rental property.
- 3.12** With regards to alterations to and improvements in the rental property, paragraphs 2.1 up to and including 2.9 of the general conditions apply.
- 3.13** All alterations made by the Tenant that are in conflict with the Landlord's conditions must be undone at the Landlord's first request to do so.
- 3.14** If items installed by the Tenant have to be removed due to maintenance or repair work to the rental property, or the complex in which it is located, the costs of the removal and/or storage and the replacement thereof will be for the account of the Tenant, regardless of the Landlord's permission to install these items.

Alterations or improvements made by the Landlord

- 4.1** If and in so far as mandatory regulations are issued by the government compelling the Landlord to make alterations, modifications or improvements to the rental property separately or to the building or complex in which it is located, the Tenant will allow these alterations to be made in, on, to or next to the rental property.
- 4.2** If the Landlord wishes to make alterations, modifications or improvements to the complex or a part of the complex to which the rental property belongs, the Tenant must agree in advance, provided that:
- a. at least 70% of the tenants within the complex, or a part thereof, have agreed to the proposed alteration, modification or improvement;
 - b. the said alteration, modification or improvement can only be made to the complex as a whole or to each part concerned because of technical, organisational, social and/or financial reasons;
 - c. the Landlord has informed the Tenant in goodtime concerning the intended alteration, modification or improvement and has consulted the Tenant or the residents' committee.
- 4.3** If in accordance with 4.1 or 4.2 the Landlord is entitled or obliged to make changes or renovations in or at the rental property, the Landlord may increase the rent by a percentage which is in proportion to the costs made by the Landlord for these changes and additions. The Landlord shall not, however, be entitled to charge any increase for alterations or renewals, which might be regarded as maintenance after the event, to bring the rental property up to the level of maintenance which the original rental reflected
- 4.4** The Tenant has the right to refer the increased rental charge to the rental commission within 3 months of the increase being made by the Landlord. The commission will assess whether the amount of the increase is in proportion to the costs incurred by the Landlord for the renovations, alterations and improvements. This is all without prejudice to the parties' rights to seek a decision on the matter from the Courts within eight weeks after the rent review committee's decision is issued.
- 4.5** The provisions of Clause 10.5 shall apply in the event of any alteration, amendment or improvement as specified in Clauses 4.1 and 4.2.

Lift

- 5.1 If there is a lift in the complex where the rental property is located, the Tenant, the other members of the tenant's household and visitors will comply closely with all the rules and regulations stipulated or still to be stipulated by or on behalf of the Landlord, the lift installer or the government.
- 5.2 The Landlord shall arrange the conclusion of a service agreement for the lift installation.

Central heating and hot water system

- 6.1 If there is a separate central heating and/or a hot water system in the rental property which can be operated separately, the Tenant will maintain it as befits a 'good tenant'.
- 6.2 The Tenant will, without exception, bear all the costs of repairing damage caused by negligence, improper use or incompetent maintenance of the systems and fittings by the Tenant or by third parties appointed by the Tenant.
- 6.3 In the event of frost, the Tenant is obliged to ensure measures are taken which are available to him to prevent the central heating system, the hot water system and the water pipes from freezing. If the Tenant is absent during the heating season, the Tenant is not be permitted to turn off the central heating radiators in order to prevent freezing as mentioned above.
- 6.4 If and to the extent that this is not attended to by the Landlord at the Tenant's expense, the Tenant shall be obliged to conclude, at his own cost, a service agreement with a reputable service company, to include periodical maintenance of the systems and ancillary equipment. The Landlord shall be entitled to examine this service agreement.
- 6.5 If the central heating system or the hot water system is part of a larger system which serves other areas in addition to the rental property, the Landlord will turn on the heating and the hot water system and keep it running and will ensure that a service contract is concluded.

Communal or central antenna facility

- 7.1 If the rental property is or will be connected to a communal or central antenna facility for the reception of television and radio programmes, the Tenant will not be allowed to fit or use his own aerials or to make alterations to the system.
- 7.2 Receiver units may only be connected to the communal or central aerial system by using the connection point fitted in the rental property. The Tenant must use the proper connecting cables purchased at his/her expense to make this connection. The Tenant is liable for any damage to the system caused by using reception equipment, which does not work properly, or by using faulty connecting cables.

Garden, land, boundary partitions and outbuildings

- 8.1 If a garden or grounds belong to the rental property, the Tenant will be obliged to lay out, use and maintain the garden as an ornamental garden and not use the grounds and the garden to store objects, of whatever nature, or to park one or more cars, caravans, boats etc. Trees and bushes, including the trees and bushes present at the start of the tenancy, shall be maintained by the tenant and trimmed regularly. If trees or bushes within the garden cause a nuisance, they must be removed at the Tenant's expense. If a felling permit is required, the Tenant must apply for this at his own expense, having first notified the Landlord. Any damage caused by trees, bushes or other plants shall be the Tenant's financial responsibility.
- 8.2 The Tenant is not allowed to move, alter or remove boundary partitions, sheds, wooden structures and other buildings without the Landlord's permission.
- 8.3 The provisions in 3.1 up to and including 3.14 shall apply mutatis mutandis.

Awnings

- 9.1 The Tenant is forbidden from installing exterior sun awnings, unless he/she has obtained the Landlord's prior approval with respect to the structure, colour and method of attachment.
- 9.2 The provisions in 3.1 up to and including 3.14 shall apply mutatis mutandis.

Maintenance

- 10.1 The Tenant is obliged according to the law (article 7:217 of the Netherlands Civil Code), and the tenancy agreement, to carry out minor repairs to the rental property and the Landlord is obliged to carry out other maintenance activities at the request of the Tenant, unless this is impossible or would require such an outlay of costs as could not reasonably be expected from the Landlord in the circumstances. The parties shall promptly and

- properly, each at his own expense, attend to the improvements, including renewals, required to do so and which they are obliged to attend to by law, any statutory provision or contractual obligation.
- 10.2** The provisions under 10.1 shall not affect the obligation of the Tenant to maintain, repair and renovate the improvements put in by the Tenant himself.
- 10.3** The Landlord will undertake to carry out minor repairs at the Tenant's expense if these repairs are included in the tenancy agreement in the section concerning Supplies and Services.
- 10.4** The stipulations as mentioned above shall not affect the obligation of each party to pay for those repairs which are a result of an intentional act, guilt, negligence or injudicious use by himself or persons for whom he is responsible.
- 10.5** If the Landlord considers it necessary to carry out or have carried out maintenance, repairs, replacement work or other work to the rental property or to the building or complex where it is located, due to requirements or measures by the government or public utility companies, the Tenant will allow the persons required to carry out this work to enter the rental property and allow this work to be carried out and tolerate any inconvenience, without being able to claim any compensation or reduction of payment obligation or to dissolve the tenancy agreement. The Landlord will inform the Tenant in good time concerning the date on which the work will be carried out.
- 10.6** If either of the parties neglects to carry out or have carried out any maintenance, repair or renewal for which he is liable - or if these works are carried out inexpertly or poorly - the other party shall be entitled to carry out or have carried out those works at the expense and risk of the negligent party once that (negligent) party has received a written notice of default giving him a reasonable period for compliance with his obligations. If work due to be paid for by the Tenant cannot be delayed, the Landlord shall be entitled to carry out or have those works carried out immediately at the Tenant's expense.

Access

- 11.1** After consulting the Tenant, the Landlord and all persons appointed by him are entitled to enter the rental property on working days between 8am and 5.30pm to inspect the state of the rental property, to carry out work referred to in Article 10 and to make valuations of the rental property. In case of emergency, the Landlord is entitled to enter the rental property without consulting the Tenant and/or after the times referred to above.
- 11.2** In the event of the intended sale or auction of the rental property, as well as during the last three months prior to termination of the tenancy agreement, the Tenant is obliged on having received prior notification by or on behalf of the Landlord, to allow the rental property to be viewed between 10am and 12 noon and between 2pm and 4pm on working days as well as on the day of auction and will permit the usual 'to let' or 'for sale' boards or posters to be put up on or near the rental property.

Damage and liability

- 12.1** If damage has arisen or is likely to arise in or to the rental property, including to pipes, cables, ducts, drains, sewage pipes, systems and equipment, the Tenant must inform the Landlord of this in writing.
- 12.2** If damage is immediately imminent or if existing damage is likely to become more extensive, the Tenant must inform the Landlord of this immediately and the Tenant is obliged to take appropriate measures without delay to prevent and limit further damage from occurring in or to the rental property. This particularly applies if damage arises or is likely to arise as the result of weather conditions.
- 12.3** If the rental property is part of a multi-tenanted building or housing complex, the stipulations in 12.1 and 12.2 will likewise apply with respect to the total building or complex, but in particular with respect to the shared areas and adjoining premises. In these cases the Tenant will only be required to act immediately if such action may reasonably be expected of him.
- 12.4** Under the tenancy agreement, the Landlord is not liable for impairment and loss of use which is suffered by the Tenant and/or the other members of the Tenant's household or for damage to the Tenant's property and/or that of other members of the Tenant's household as a result of visible and/or hidden defects to the rental property, unless the Landlord can be blamed for this damage or loss of use under the tenancy agreement or if this damage is caused by a default existing at the commencement of the tenancy agreement and which was known to the Landlord or should have been known to the Landlord.
- 12.5** The Landlord is not liable for damage caused to the Tenant's person and/or property or to that of members of the Tenant's household due to storm, frost, lightning, heavy snowfall, floods or falls in groundwater level, natural disasters, atomic reactions, armed conflicts, civil wars, revolts, civil commotions, acts of war and other disasters.

- 12.6** The Tenant is liable for damage to the rental property, which has arisen as the result of a failure attributable to the Tenant to fulfil an obligation arising from the tenancy agreement. All damage, apart from damage caused by fire, is presumed to have arisen as a result thereof. In this paragraph, the Tenant is also understood to include members of the Tenant's household and third parties present in the rental property.
- 12.7** The Tenant will take out and keep an adequate household contents insurance policy. For damage that occurs within the ambit and cover of the insurance policy taken out by the Tenant, the Tenant must in the first instance claim all damages from the insurance company.

Protection of the living environment

- 13.1** If the rental property forms part of a building or complex which contains areas and grounds to which the Tenant does not have sole right of use, he/she will ensure that these areas and grounds are not polluted and are not used for any purposes other than those for which they are intended in accordance with the tenancy agreement or the Landlord's instructions. In particular, the Tenant will not go on to or have cause to go on to the roof, go into or have cause to go into the mechanical areas of the lift, the fire escapes, the central heating system room and the pressurised water system room. Nor is the Tenant permitted to leave vehicles, prams, bicycles or other objects in or on areas other than those specifically intended for this purpose, nor to shake or hang out bedding, washing etc on the outside of the building, other than within the confines of the balcony.
- 13.2** The Tenant may not, without the Landlord's permission:
- a. attach or have attached an advertisement, in whatever form, on or to the rented housing for him/herself or for third parties;
 - b. install or have installed mechanical extraction hoods;
 - c. fit out or use the existing flues in the rental property for fireplaces or a multi-burner, unless such use relates to a fireplace which is part of the rental property.
- The stipulations in 3.1 up to and including 3.14 shall apply mutatis mutandis.
- 13.3** The Tenant may not:
- a. keep animals which cause a nuisance in or near the rental property;
 - b. extract combustible gases other than through existing flues or to use ventilation ducts for this purpose;
 - c. grow cannabis or such like plants in the rental property, to have and/or to deal in narcotic substances from the rental property or to carry out any other activity regarded as illegal under drugs legislation. Dealing in contravention of this prohibition will be regarded as being so serious that it will justify dissolution of the Tenancy Agreement within the shortest possible period.
- 13.4** The Tenant will not cause any hindrance or inconvenience to his neighbours or other tenants in the same building or complex and will also ensure that third parties present with his permission and his or their visitors do not cause any nuisance.
- 13.5** The aim of the stipulations in 13.1 up to and including 13.4 is to promote good neighbourly relationships between the occupants of the building or complex in which the rental property is located.
- 13.6** The Tenant will behave and use and maintain the rental property as befits a good tenant.

Additional supplies and services

- 14.1** In as far as the rental property is part of a building or complex and the supplies and services are also provided to other parts of the building or complex, the Landlord will reasonably determine what share of the charges the Tenant should pay for these supplies and services. In so doing the Landlord does not have to take into account the fact that the Tenant does not make use of one or more of these supplies and services.
- 14.2** The Landlord will send the Tenant an itemized statement of the charges for the supplies and services once a year, within 6 months of the end of that particular calendar year at the latest. The Landlord will include an explanation of the calculation method used and if applicable the Tenant's share of these charges. If the Landlord is billed for costs not concerning a calendar year but another period of 12 months forming a financial year that ends during the course of the calendar year, the Landlord shall provide a summary of the costs for that period. At the end of the Lease, the aforementioned summary shall relate to the time in the calendar year already expired at the point when the tenancy ends.
- 14.3** Taking into account advance payments, if it is apparent from the statement for the period concerned that the Tenant has paid too little or that the Landlord has received too much, an additional payment or refund will have to be made within a month of the statement being issued.

- 14.4** If so wished, the Landlord will provide the Tenant with the opportunity to inspect the books on which the statement has been based and the other commercial records or copies thereof, all for a period of one month after the statement is sent out.
- 14.5** The Tenant is bound to a limitation or an extension of the supplies and services to be given by the Landlord and the pertaining altered advance payment if the alteration applies to supplies and services only to be supplies to a number of tenants together and at least 70% of the tenants have agreed. Any Tenant who has not approved the amendment may, within eight weeks after receiving the written notification from the Landlord that agreement has been reached with at least 70 per cent of the tenants, demand a decision from the Court on the reasonableness of the proposal.
- 14.6** In connection with the stipulations of 14.5 an also if a price change occurs in the current package of supplies and services, the landlord may make an interim adjustment to the advance payments owed by the Tenant for supplies and services in accordance with the costs the Landlord expects to incur, after informing the Tenant and giving valid reasons for the change.
- 14.7** If the supplies and services include the provision of gas, electricity, heat and/or (hot) water, the Landlord may, after consultation with the Tenant, adjust the means of payment for that use and that Tenant's share of the costs linked to that use.
- 14.8** If the usage of gas, electricity, heat or (hot) water is determined by reference to usage metres and if any dispute arises as a result of the non-functioning or incorrect functioning of those meters in relation to the Tenant's share of the costs of use, then that usage may be established by a business specialising in establishing the consumption of gas, electricity, heat and/or (hot) water. This provision will likewise apply in the event of damage, destruction or fraud in relation to the meters, without prejudice to the Landlord's whole rights in such a case against the Tenant, such as the right to repair or renewal of the meters and compensation for damages sustained.

Usage costs

- 15** The costs of using water, gas, electricity and other energy, including the costs of entering into an agreement for the supply and meter rental and also costs connected with the supply of television, radio and other signals, shall be charged to the Tenant even if the supplier levies those charges against the Landlord. The Tenant is obliged to comply with the regulations and instructions of the agencies concerned and must permit meters to be installed and read at his/her expense. Fines, expenses and damage caused by or payable because the Tenant has acted contrary to the regulations and with respect to these facilities, will be payable by the Tenant.

Payments

- 16** Payment of the rental and all further charges arising in terms of this contract shall be made in Dutch legal tender not later than at the due date - without deduction, discount, retention or set-off against any claim the Tenant has or believes he has against the Landlord, apart from the case specified in Article 7:206, paragraph 3 of the Civil Code - by payment or transfer to a bank account indicated by the Landlord. The Landlord shall be free, by means of written intimation to the Tenant, to amend the place or method of payment. The Landlord is entitled to decide which of any outstanding claims under the Rental Agreement shall be reduced by any payment received from the Tenant, unless the Tenant specifically indicates otherwise when he makes the payment. In this last case, the provisions in article 6:50 of the Civil Code shall not be applicable.

Joint and several liability, co-tenancy

- 17.1** If more than one individual is contractually bound as Tenant, they shall always be liable jointly and severally to the Landlord and each of them for all of the obligations arising from the Rental Agreement. Deferment of payment or remission on the Landlord's part to one of the Tenants, or an offer to do so, shall affect only that Tenant.
- 17.2** Any individual who enters into and has signed the Rental Agreement with the Landlord along with one or more others shall not, unless there is a statutory co-tenancy, lose his/her tenancy rights merely by finally leaving the rental property. Even then he/she shall remain jointly and severally liable for the Rental Agreement obligations. A contractual co-Tenant may only terminate the Rental Agreement in conjunction with the other Tenant(s).
- 17.3** When entering into the contract, the Tenant must inform the Landlord whether he/she is married or has entered into a registered partnership. The Tenant shall provide the personal details of his/her partner to the Landlord. If the Tenant marries or enters into a registered partnership after the Rental Agreement has been concluded, he/she shall immediately inform the Landlord of this and provide the partner's personal information.

- 17.4 The obligations under the Rental Agreement are joint and several, even as regards heirs and others deriving right from the Tenant.

Rent adjustment

- 18.1 If the rental property consists of self-contained accommodation with a deregulated rental:
- the amended rental shall be calculated according to the following formula: the amended rental shall be equivalent to the existing rental of the date of amendment, multiplied by the index point in the fourth calendar month before the calendar month in which the rental is adjusted, divided by the index point of the sixteenth calendar month before the calendar month in which the rental is adjusted;
 - the annual rental adjustment shall be on the basis of the alteration of the monthly price index of the Consumer Price Index (CPI), all households series (2000 = 100), published by the Central Bureau of Statistics (CBS);
 - the rental shall not be adjusted if the adjustment would lead to a lower rental than the most recently valid figure, but in such a case the most recently valid rental figure will continue to apply until a subsequent indexation of the index point in the calendar month four months prior to the adjustment is higher than the index point of the calendar month four months prior to the calendar month in which the most recent adjustment took place. In such a case the rental adjustment will use the index points of the months respectively four and sixteen months prior to the calendar month in which the rental is adjusted;
 - an indexation method as closely comparable as possible shall be used if the CBS ceases publication of its index points or alters their basis of calculation, and in case of a difference of opinion on this matter, the party taking the initiative may ask the Director of the CBS to pronounce a decision to be binding on the parties. Half of any costs associated with this will be borne by each of the parties;
 - the amended rental shall apply even if no separate notification thereof is given to the Tenant.

Termination by giving notice

- 19.1 Notice of termination must be given:
- by bailiff's notification or by registered letter and
 - commencing on the day on which a new payment period begins and
 - with due regard to a notice period.
- The notice period will be the same length of time as the payment period, but for notice of termination given by the Tenant it will be no shorter than one month and no longer than three months and for notice given by the Landlord the notice period will be no shorter than three months.

- 19.2 The stipulation in 19.1 does not affect the stipulations in Article 21.

Default/penalty provision

- 20.1 The Tenant shall be in default merely on the expiry of one payment period.
- 20.2 For each occasion when the Tenant is in default with the timely payment of any sum of money, he/she shall be liable for interest of 1% per month on the principal sum due, from the date when that payment became due until the date when the principal amount is paid in full. In this context part of a month shall count as a whole month.
- 20.3 If there is a shortcoming attributable to one of the parties in complying with his/her obligations under the law and/or the Rental Agreement, and the other party requires to take legal and/or extra-judicial action, then all costs arising shall be met by the party in default.
- 20.4 If the shortcoming consists of a failure to make a financial payment on time and costs are incurred for the extra-judicial collection of that payment, these are hereby fixed at not less than 15% of the amount due with a minimum of € 125.-. If extra-judicial collection is effected by an agent or by counsel, then these costs shall be augmented by the amount of Turnover Tax (VAT) due by the Landlord on the extra-judicial collection costs of the agent or counsel, as the case may be.
- 20.5 The claim for compensation for extra-judicial expenses will not arise until the party in default has received a written demand from the other party, indicating a reasonable term for compliance, and that term has expired without compliance.
- 20.6 The Tenant shall be due an immediately payable penalty of € 25.- for each calendar day for each obligation under the contract or the relevant General Terms and Conditions breached or not complied with, all without prejudice to

his/her obligation to continue to comply with those obligations and without prejudice to the Landlord's remaining rights to compensation or otherwise. The said amount is based on price levels at 1 January 2003 and shall be indexed annually, commencing on 1 January 2004.

Apartments

- 21.1 If the building or complex where the rental property is located is divided into apartment rights, the Tenant will be obliged to observe the regulations regarding use arising from the property division agreement, bylaws or standing rules. The same applies if the building or complex is or becomes the property of a cooperative association.
- 21.2 In so far as this is within the Landlord's power, the Landlord will not assist in the formulation of regulations contravening the tenancy agreement.
- 21.2 The Landlord will ensure that the Tenant is provided with the aforementioned regulations regarding use referred to in this article.

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Waste materials/chemical waste

- 22 In the event that guidelines or regulations are set by authorised bodies or the government with respect to the separate collection of waste materials, the Tenant will be obliged to comply closely with these instructions at all times. If this obligation is not fulfilled or is not fulfilled completely, the Tenant will be liable for the ensuing financial, criminal and other potential consequences.

Data Protection Act

- 23 On entering into this Rental Agreement and by signature thereof, the Tenant grants the Landlord and (any) property manager permission to record/process the Tenant's personal details on file.

Requests

- 24 Except in the event that permission, approval, statement or notification is given by the Landlord on his own initiative, the Tenant may only rely on permission, approval, a statement or notification given by the Landlord, if the Tenant has made his/her request in writing and the Landlord has given a positive response. Conditions may be attached to the permission, approval or statement given by the Landlord.

Complaints

- 25 The Tenant will lodge any complaints and requests in writing. This may occur verbally if the matter is urgent. In such cases, the Tenant will confirm his/her complaint or request in writing as soon as possible.

Property Manager

- 26 In the event that a property manager has been or will be appointed by the Landlord, the Tenant will consult the manager about all matters connected with the tenancy agreement.

Consequences of nullity or voidability

27. If one part of the Rental Agreement or the General Terms and Conditions is void or voidable, this will not affect the validity of the remaining provisions. In such a case the void or voidable provision(s) shall be substituted by provisions as close as legally permissible to what the parties would have agreed if they had been aware of the nullity or voidability.

Final provision

28. Unless the parties have consented or agreed otherwise, complete or partial interim dissolution of the Rental Agreement and suspension of the obligations arising from it shall only be permitted on the intervention of the Court.

