



General Rental Conditions for Real Estate (Residential)

Art. 1 Definitions

United Homes	United Homes B.V., located in Spijkenisse, Dutch Chamber of Commerce number 24444176;
Tenant	natural or legal person with whom United Homes has entered into the Lease, and the assignee(s);
Lease Agreement	written Lease Agreement by which United Homes undertakes to give to the Tenant, against payment of a rent, the use of all or part of a constructed real estate (residential premises) and in which these general conditions are declared applicable;
Lease Proposal	proposal or offer (written or emailed) by United Homes 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 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	The rented housing accommodation, including the movable and immovable property present in the Rented, such as inventory, installations and facilities except insofar as these are not excepted in the Lease or the report of completion;
Parties	United Homes and/or Tenant;
Landlord	United Homes

Art. 2 General provisions

- 2.1 The provisions in the Lease Agreement, in an attachment 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 any and all other offers and agreements involving United Homes as a contracting party. The most recent version of these General Rental Terms and Conditions can be accessed via the website [Homepage - UnitedHomes](#).
- 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 apply only if expressly agreed to in writing.
- 2.5 Should any provision in the Lease Agreement, in an appendix to the Lease Agreement, in an addendum to the Lease Agreement or in the General Conditions of Leasing 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 A Lease Agreement on a fixed term cannot be terminated prematurely, unless expressly agreed to in writing or in the case referred to in Articles 4.3 and 4.4. The Lease Agreement on a fixed term can only be terminated by the end of the agreed period with due observance of a notice period:
 - a. in the event of termination by Tenant: of one (1) month;
 - b. on termination by United Homes: of three (3) months.
- 4.3 If and insofar as the Lease Agreement relates to non-self-contained accommodation and has a term of less than 5 years, the Lease shall terminate by expiry of the agreed term, without notice of termination being required. United Homes shall inform the Tenant in writing no earlier than three (3) months but no later than one (1) month before the expiration of the fixed term of the Lease Agreement of the date on which the lease expires or of any continuation of the Lease.
- 4.4 A Lease Agreement referred to in Article 4.3 may, notwithstanding the provisions of Article 4.2, be prematurely terminated by the Tenant against an agreed day for payment of the rent.
- 4.5 The Lease for an indefinite period may be terminated by either Party by the end of a calendar month in which case the following terms must be observed:
 - a. in case of termination by Tenant: a notice period of one (1) month;
 - b. upon notice of termination by United Homes: a term not less than three (3) months, extended by one month for each year that the Tenant has had continuous use of the Rented Property pursuant to contract, not to exceed six (6) months.

Art. 5 Sublease and use

- 5.1 United Homes grants the Tenant the right to sublet the Rented Property to third parties, but only on the basis of (Sub)Lease Agreements which by their nature are of short duration as referred to in Art. 7:232 of the Civil Code.

- 5.2 The Rented Properties are exclusively intended to be used for (sub)letting 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 (per separate user) and to prevent persons staying in the Subjects for longer than 6 months. The Tenant will only use the Subjects for the agreed purpose, whereby the Subjects will not be made available to more than the number of persons specified in the Lease.
- 5.3 The tenant guarantees that none of the users 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 United Homes cannot guarantee the (continued) suitability of the Rented for the use referred to in Clause 5.1.

Art. 6 State of the leased property and handover

- 6.1 Before the commencement of the tenancy United Homes shall give the Tenant the opportunity to inspect the Rented Property (preferably) jointly. An inspection report will be drawn up of the inspection, which will be signed for approval by both Parties.
- 6.2 On or about the eviction date following termination of the Lease Agreement, a final inspection will be conducted (preferably) jointly. An inspection report will be drawn up of the final inspection, which will be signed for approval by both Parties.
- 6.3 If and to the extent Tenant is not present at any inspection, the inspection report prepared by United Homes shall be deemed to have been established as uncontested.

Art. 7 Payment

- 7.1 United Homes shall, prior to the commencement of the first rental period and every first week of each calendar month thereafter, email an invoice to the Tenant for payment of rental fees for the first subsequent month. Payment of the amount invoiced to Tenant shall, unless expressly stated otherwise on the invoice, be made no later than one (1) day prior to the commencement of the rental period as stated on the invoice.
- 7.2 Under no circumstances shall the Tenant be entitled to any discount or set-off unless United Homes has expressly agreed to this in writing in advance.
- 7.3 If the Tenant fails to fulfill its payment obligation within the payment period referred to in Article 7.1, it shall be in default by operation of law on the expiry of that period and, without any further demand or notice of default being required, shall owe statutory commercial interest on the invoiced amount from the date of default until the date of payment in full.
- 7.4 All costs of extrajudicial collection of an outstanding debt shall be borne by the Tenant. The extrajudicial collection costs are set at 15% of the amount due with a minimum of EUR 125.00.
- 7.5 As soon as possible after termination of the Lease, United Homes shall prepare a final invoice which shall be paid no later than fourteen (14) days after the invoice date.
- 7.6 If the Rented Property concerns independent living accommodation with a deregulated rent:

- the Rental fee shall be indexed annually as of July 1 of every year according to the consumer price index (CPI), all households series (2015=100), published by Statistics Netherlands (CBS);
 - the modified rent is calculated according to the formula: the modified rent is equal to the rent in effect on the modification date, multiplied by the index figure of the fourth calendar month preceding the calendar month in which the rent is modified, divided by the index figure of the sixteenth calendar month preceding the calendar month in which the rent is modified with a minimum of 5%;
 - the rent will not be changed if the adjustment results in a lower rent than the last applicable rent. In that case, the last applicable rent will remain unchanged until the next indexation, when the index figure for the calendar month which is four calendar months prior to the calendar month in which the rent is adjusted is higher than the index figure on the basis of which the rent was last adjusted;
 - As far as possible, a comparable index figure will be used if Statistics Netherlands ceases to publish the said price index figure or changes the basis of its calculation, and in the event of a difference of opinion in this regard, the most diligent party may request the director of Statistics Netherlands to issue a ruling which will be binding on the parties. Any associated costs shall be borne by the parties at the rate of one-half each;
 - the changed rent shall apply even if no separate notice of the change is given to Tenant.
- If wage growth is lower than inflation, a maximum rent increase will be implemented in accordance with the provisions of Article 10 paragraph 3 sub b of the Housing Rents Implementation Act.

7.7 If the Leased Property concerns self-contained housing accommodation with a non-liberalized rent, the rent may be amended annually on the Landlord's proposal by a maximum percentage equal to the percentage permitted by law for housing accommodation with a non-liberalized rent on the effective date of such amendment.

Art. 8 Sales tax

- 8.1 If the Tenant does not or no longer uses the Rental Property or allows it to no longer be used in accordance with the provisions of Clauses 5.1 and 5.2 and as a result the rent is exempt from turnover tax by operation of law, Tenant shall no longer be liable to pay turnover tax on the rent to United Homes or its legal successor. As the case may be, with effect from the date on which such exemption becomes applicable, Tenant shall owe to United Homes or its successor in title, in addition to the rent in lieu of sales tax, such separate fee for full compensation for:
- a. the sales tax not (or no longer) deductible by United Homes or its legal successor(s) on the operating costs of the leased property or investments therein as a result of exempt rentals;

- b. the sales tax that United Homes or its legal successor(s) must pay to the tax authorities as a result of the exemption due to input tax recalculation as referred to in Section 15(4) of the Wet op de Omzetbelasting 1968 or revision as referred to in Sections 11 through 13 of the Uitvoeringsbeschikking omzetbelasting 1968;
 - c. any other damages suffered by United Homes or its successor(s) by reason of the application of the exemption.
- 8.2 Any financial loss suffered by United Homes or its legal successor(s) as a result of the application of the exemption (as referred to in article 8.1) shall be paid by the Tenant to United Homes or its legal successor(s) at the same time as the periodic rent payments and, with the exception of the loss as referred to in article 8.1 sub a, shall be equally divided over the remaining period of the current lease. 8.1 sub a, if possible by means of an annuity, equally divided over the remaining duration of the current lease period, but shall be immediately due and payable in full and at once from the Tenant if the lease is terminated prematurely for any reason whatsoever.
- 8.3 The provisions of Article 8, paragraph 1 (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.
- 8.4 If a situation as referred to in Clause 8.1 arises, United Homes or its successor(s) shall notify the Tenant of the amounts to 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 8.1(c). United Homes or its successor(s) shall cooperate if the Tenant wishes to have the statement of United Homes or its successor(s) audited by an independent chartered accountant. The costs thereof shall be borne by the Tenant.
- 8.5 In case the use of the rented property for short stays of less than 6 months is not complied with, Tenant shall immediately notify United Homes or its legal successor(s).
- 8.6 If the Tenant fails to comply with the obligation to provide information as set out in Clause 8.5 or if it subsequently appears that the Tenant has assumed an incorrect assumption and United Homes or its successor(s) in title has as a result erroneously charged sales tax on the rent, the Tenant shall be in default and United Homes or its successor(s) in title shall be entitled to recover from the Tenant the financial loss thereby incurred. This loss is the full amount of sales tax owed by United Homes or its successor(s) to the tax authorities plus interest, any increases and further costs and damages. The provisions of this paragraph provide for a compensation scheme in the event that the exemption is deemed to apply retroactively, in addition to the scheme set out in Clause 8.1. Any additional damages suffered by United Homes or its legal successor(s) as a result of such retrospective application shall be immediately due and payable in full to the Tenant. United Homes or its successor(s) in title shall cooperate if Tenant wishes to have the statement of such additional damages of United Homes or its successor(s) audited by an independent chartered accountant. The costs thereof shall be borne by the Tenant.
- 8.7 The provisions of Clauses 8.1, 8.4 and 8.6 shall also apply if United Homes or its legal successor(s) is faced with damages only after termination of the lease, whether or not interim, which damages shall then become immediately payable in full by United Homes or its legal successor(s).

Art. 9 Liability and damages

- 9.1 The 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.
- 9.2 Tenant is not permitted to make any alterations to the Rented Property except with United Homes' permission. All (costs of) maintenance and repair of defects resulting from normal use of the Subjects shall be borne by the Landlord with the exception of maintenance, repair and renewal of facilities installed by or on behalf of the Tenant. United Homes shall at all times be entitled to repair defects under its own management within a reasonable period of time.
- 9.3 Tenant shall notify United Homes without delay, but not later than 24 hours after the occurrence or discovery of a defect, of the defect and of the damage or threat of damage arising from that defect or from any other cause. If there is an emergency situation requiring immediate and prompt intervention, the Tenant shall, if necessary, take appropriate measures in good time in all fairness to prevent and limit (further) damage. Where appropriate, United Homes shall reimburse the Tenant on demand for the reasonable costs incurred in this regard.
- 9.4 All costs and/or damages to the Rented Property resulting from attributable failure to perform by Tenant and/or those staying in the Rented Property by or on behalf of Tenant shall be for Tenant's account. Tenant is obliged to take out and maintain a proper (business) liability insurance and contents insurance.
- 9.5 If and in so far as the Rented Property cannot or may no longer be used in accordance with the agreed use as referred to in Clause 5.1 at any time as a result of any circumstance which under these Conditions or in accordance with reasonableness and fairness should be for the account of Tenant, Tenant shall be liable for all direct loss which United Homes suffers as a result.
- 9.6 In the situation referred to in article 9.5 United Homes is entitled to terminate the Lease Agreement with immediate effect extrajudicially and the property shall be vacated as soon as possible, but not later than the -if applicable- statutory period.

Art. 10 Force majeure

- 10.1 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 to mean by law or jurisprudence and all other external unforeseen circumstances over which no influence can or could reasonably be exercised.

- 10.2 If performance is permanently impossible, both Parties have the right to dissolve the Lease in the manner prescribed by law.
- 10.3 In the cases referred to in Articles 10.1 and 10.2, 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. 11 Termination of lease

- 11.1 No later than 30 days after the date of the final inspection, United Homes shall transfer the deposit paid by Tenant to Tenant, offsetting any then outstanding invoices, costs of repairing defects and damages.

Art. 12 Personal data

- 12.1 If and to the extent that personal data are 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).
- 12.2 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 the tenant and shall be charged to the tenant by United Homes in the event that United Homes is charged.

Art. 13 Other

- 13.1 Tenant shall not, except with the prior written consent of United Homes, be permitted to rent the Rented Property directly or indirectly (through a third party) from United Homes during 1 year after termination of the Lease Agreement. Upon violation of this prohibition, Tenant shall be liable for an immediately payable fine of EUR 5,000.00 per occurrence and EUR 500.00 for each day that the violation continues.

Art. 14 Applicable law and choice of forum

- 14.1 Only Dutch law shall apply to any and all agreement and legal relationship between the Parties. Disputes shall be settled by the competent court of the District Court of Rotterdam.