



GENERAL TERMS AND CONDITIONS

Article 1: Applicability, definitions

1. These terms and conditions apply to all offers and all contracts which Dutch Housing Centre B.V., henceforth 'DHC', concludes with its customers.
2. Under mediation will be understood: the obligation to make an effort of DHC aimed at the conclusion, against payment of a compensation by Principal, of a lease agreement for a residential space between Principal and his counterparty, as referred to in article 7:425 Dutch Civil Code. DHC shall never accept from the counterparty of Principal a commission to mediation for the same residential space. Not part of a commission to mediation forms part of a request for search as referred to in article 4 section 1 and article 5 section 1.
3. Under counterparty will be understood the (candidate) lessor of the concerned residential space if Principal is the party that wishes to lease this residential space. Under counterparty will be understood the (candidate) lessee of the concerned residential space if Principal is the party that wishes to rent out this residential space.
4. If in the following a stipulation specifically governs a situation in which the customer is a natural person who is not acting in the capacity of a profession or company, this person will be referred to as 'the consumer'.
5. Stipulations which deviate from these general terms and conditions only form part of the contract concluded between the parties if and insofar as the parties expressly agree this in writing.
6. In these general terms and conditions, 'in writing' is also taken to mean: by E-mail, fax or any other means of communication in view of the available technology and applicable notions which may be equated to this within social intercourse.
7. If Principal consists of two or more (legal) persons, then they are towards DHC jointly and severally liable for the compliance with all obligations towards DHC.
8. The non-applicability, for whatever reason, of (part of) a stipulation of these general terms and conditions does not alter the applicability of the other stipulations.
9. The customer may not appeal to the general terms and conditions not having been handed over if DHC had already handed these over.
10. DHC retains the right to amend its general terms and conditions in the case of amendments to laws and legislation.

Article 2: Contracts, assignments

DHC is only bound by oral agreements once they have been confirmed in writing by DHC or as soon as DHC has initiated activities with the consent of the customer.

Written assignments from the customer must be accompanied by a clear description of the services to be rendered. Any amendments to the execution of the assignment demanded by the customer after the assignment has been issued, more detailed instructions and any other communications regarding the assignment must be provided to DHC by the customer in good time and in writing. The aforementioned applies unless the parties have expressly agreed otherwise in writing.

Any amendments of any kind by or on behalf of the customer to the original assignment which could result in higher costs than could have been taken into account when the quotation was made and/or the assignment confirmed will be charged to the customer as additional costs.

Any additions or amendments to the general terms and conditions or any other amendments or additions to the contract are only binding following written confirmation by DHC.

Article 3: Cooperation of Principal to the execution of the agreement

1. Parties shall do and/or omit nothing that impedes or can impede a proper execution of this agreement. Principal shall grant from all perspectives his cooperation to a proper execution of the agreement by both parties, among others by making timely all required data available to DHC.
2. DHC shall not start with the execution of the activities sooner than after Principal has provided him with all data necessary thereto and Principal has executed the possibly agreed (advance) payment.

Article 4: If Principal is candidate-lessor of residential space

1. Under 'request for search' will be understood the obligation to make an effort of DHC aimed at the searching for a lessee suitable for Principal for the concerned residential space. Principal is authorised to grant also search commissions to other parties.
2. The activities of DHC can, further to the wish of Principal and what parties further agree about that at the execution of the agreement, consist of among others:

- * the advising over the lease of homes and the market circumstances;
- * the inspection of the home;
- * the determination of the rental value of the home;
- * the registering of the meter positions;
- * the making of photos of the home;
- * the placing of photos and information about the home on the website of DHC, on various home websites, with other real estate brokers/mediators and/or in other media;
- * the placement of a for lease sign;
- * the composition and placement of a shop window-advertisement;
- * the screening in advance of potential lessee(s);
- * the conducting of negotiations on behalf of Principal with potential lessee(s) about the content of the lease agreement;
- * the conclusion of a written lease agreement and the arranging of the



- * signing of the lease agreement by both parties;
 - * the giving of information about and a clarification on the lease agreement;
 - * ensuring that the first payment timely will be executed by the lessee;
 - * the organising of the final delivery of the home;
 - * the composition of a proper inspection rapport (with photos) (including registering the meter positions, checking keys, checking inventory, inventory of defects).
3. Principal shall on his own initiative provide to DHC all information and documents that are necessary in the framework of the execution of the commission and Principal warrants the correctness thereof.
 4. If from the mediation by DHC for Principal a lease agreement for the residential space derives, Principal is liable to pay to DHC the compensation (brokers fees), that parties have agreed. These brokers fees are liable to be paid by Principal within 14 days after the invoice to be sent thereto by DHC to him.
 5. Principal gives to DHC commission to the collection from the lessee of the amounts for the first month of gross lease term and the deposit. DHC shall transfer the collected amounts to Principal, after settlement with amounts possibly due by Principal to DHC.
 6. If Principal proves to (also) lease the concerned residential space or (also) proves to have given in use to one or more persons or parties, of whom Principal has obtained the data of DHC, then Principal is liable to pay the agreed compensation to DHC, irrespective of whether the lease agreement has been concluded by mediation of DHC.
 7. If by whichever cause the lessee, with whom Principal by mediation of DHC has concluded a lease agreement, will not reside in the concerned residential space, or if the lease agreement for this residential space will be terminated, invalidated or dissolved, Principal remains required to pay the agreed compensation, and Principal has no right to entire or partial refunding thereof.
 8. If for the concerned residential space a (housing) license is required, then the obtaining of this license for the benefit of Principal and/or lessee will be for the account and risk of Principal and Principal is required to pay the agreed compensation, irrespective of whether the license is or shall be granted, unless parties have agreed otherwise.
 9. If Principal, after the negotiations with a candidate lessee have started whether or not after Principal has signed thereto a declaration of intent, terminates or frustrates the negotiations and/or is no longer willing to lease the concerned residential space to the candidate lessee, then Principal is required to compensate to DHC the damage suffered by it. The aforementioned damage shall in each case consist of an amount equal to the agreed compensation that Principal would be liable to pay, if a definitive lease agreement would have been concluded for the residential space. If the height of the agreed compensation is based on the height of the lease price to be agreed with the candidate lessee, and no lease price has been agreed, the compensation of damages will be based on the initial lease offering of Principal. In addition, Principal is required to safeguard DHC for possible damage suffered by the concerned candidate lessee.
 10. Principal declares and warrants from all perspectives (among others in view of possible claims of whichever nature of possible other entitled party/parties with regard to the residential space, mortgage holder(s), insurer(s), (local) governments, manager(s), other home mediator(s), Association of Owners and so forth) being authorised to offer the residential space for leases and to lease and safeguards DHC from all possible claims of third parties concerned and for all out-of-court and in-court costs to be made by DHC in this regard. DHC accepts in this regard no liability whatsoever.
 11. Principal declares to be fully familiar with that according to mandatory legislation, the lessee of residential space will be protected against, among others, cancellation of the lease by the lessor, against too high lease prices, too high or incorrect service costs and too high or incorrect one-time fees at the conclusion of lease agreements. Principal (and not DHC) determines the duration of the lease agreement desired by Principal, the height of the lease price, the height of the deposit, the composition of the service package, the height of (the advance for) the service costs and/or the height of possible one-time fees. DHC accepts no liability whatsoever for damage that is the consequence of the content of the lease agreement, in particular where it concerns the duration thereof, the height of the lease price, the height of the deposit, the height of (net advance for) the service costs, the composition of the service package and the (height of) one-time fees.
 12. Principal declares to be familiar with that the lawful lease (price) protection referred to in article 4 section 11, also encompasses regulations that temporary lease contracts only possible in very specific instances and that if a temporary lease agreement will be concluded in violation of the law, the lessee can ignore the temporary nature of the lease agreement and can make a claim to lease protection. DHC accepts no liability whatsoever for damage that is the consequence of such a claim, whether or not justified, on lease protection by the lessee.

Article 5: If Principal is candidate lessee of residential space

1. Under 'request for search' will be understood the obligation to make an effort of DHC aimed at looking for residential space suitable for Principal.
2. The activities of DHC can, depending on the wish of Principal and what parties further agree about that at the execution of the agreement, consist of among others the following parts:

Request for search:

- * the giving of general clarification about among others the possibilities to find a home, the local home market, the housing license, the lease allowance, the lease protection, the lease prices, the registration in the municipal basic administration;
- * the inventory of the residential wishes/search profile of Principal;
- * the searching for residential space suitable for Principal on the basis of the residential wishes/the search profile of Principal;
- * the organising of one or more viewings by Principal of and the giving of information about one or more home(s);
- * evaluation of viewings with Principal.

Commission to mediation:

- * the composition of a complete file about Principal and the presentation on the basis thereof of Principal as a candidate lessee to potential lessor(s) and to make an effort that this grants the concerned home to Principal;
- * the conducting on behalf of Principal of negotiations with potential lessor(s) about the content of the lease agreement;
- * the conclusion of a written lease agreement and the ensuring of the signing of the lease agreement by both parties;
- * the giving of information about and a clarification on the lease agreement.

Other activities:

- * the ensuring that the first payment to lessor will be executed timely;
- * the organising of the final delivery of the home;
- * the composition of a proper inspection report (with photos) (including taking of the meter positions, checking keys, checking inventory, inventory of defects);



- * ensuring that the lessor complies with his (initial) obligations;
 - * the giving of support with regard to: maintenance contracts, moving home, transport/purchase of inventory, searching for traders in connection with the paint work, decorating with wallpaper and the laying of the floor et cetera;
 - * if desired assisting in the connection to utilities;
 - * the acting as first line contact for Principal during the lease agreement.
3. DHC shall safeguard during the execution of his activities solely the interests of Principal and not those of the (candidate) lessor.
 4. DHC shall never mediate in commission of both the (candidate) lessor of a residential space and Principal in the conclusion of a lease agreement for that residential space. Principal is familiar with that DHC presents the offering of available rental homes on various media, including the website of DHC and/or third parties, such as Pararius and Funda, and that such presentations of residential space do not take place each time on the basis of a (search) commission of the owner of the concerned residential space and/or a commission to mediation of that owner. If such presentations of residential space take place on the basis of a (search) commission of the owner of the concerned residential space and/or a commission to mediation of that owner, DHC shall accept no commissions of (candidate) lessees.
 5. Principal shall provide upon own initiative to DHC all information, data and documents, that are necessary for the execution of the commission and Principal warrants the correctness thereof. Under this information and documents will be understood among others, but not solely: valid ID document, valid proof of residence in the Netherlands, recent salary specification(s), employment agreement, recent bank statements, (which prove salary payments), declarations of employers and so forth. Principal has the right to share this information, data and documents with third parties insofar that is useful and is required for the fulfilment of the commission.
 6. After Principal has communicated to DHC to wish to lease a residential space proposed by DHC, with the request to DHC to bring this to the knowledge of the lessor and to mediate in the conclusion of a lease agreement with the lessor, then DHC shall confirm this notification per e-mail to Principal. Principal has the right to withdraw his notification as referred to before, by communicating this within 24 hours after the sending of this e-mail per e-mail to DHC. After this period of 24 hours, this right is forfeit. Principal does not have this right if he has made his notification as referred to before in writing or per e-mail to DHC or has confirmed in a declaration of intent signed by Principal.
- Compensation for the provision of services of DHC
7. If from the provision of services of DHC a lease agreement for residential space between Principal and a lessor derives, then Principal is liable to pay to DHC a compensation. This compensation is equal to a month gross lease (therefore inclusive of possible additional costs) as recorded in the lease agreement concluded by the provision of services of DHC, to be increased with VAT, according to the applicable lawful rate. This compensation is due by Principal to DHC upon the conclusion of the lease agreement.
 8. The compensation will be deemed a reasonable compensation for the activities that DHC has executed for Principal for the execution of the agreement. Parties take thereby in consideration that the due compensation is a rate customary in the market that is not linked to the scope of the activities to be executed by DHC but to result to be achieved.
 9. DHC has the right to achieve that Principal can only occupy the residential space after the compensation to DHC has been paid.
 10. If Principal and/or his relations prove to go reside in a residential space, of which Principal has obtained the data from DHC, then Principal is liable to pay the agreed compensation to DHC, irrespective of whether the lease agreement has been concluded by mediation of DHC.
 11. If by whichever cause, Principal shall not reside in the home for which by the mediation by DHC a lease agreement has been concluded, or if the lease agreement for this home will be terminated, has invalidated or dissolved, then Principal will remain required to pay the agreed compensation and Principal no right to entire or partial refunding thereof.
 12. If Principal, after having made the notification as referred to in article 5 section 6 to DHC, and after his possible right to withdraw that notification, has been forfeit, withdraws his notification after all or otherwise frustrates the conclusion of a lease agreement, then Principal is required to compensate DHC the damage suffered by it. The aforementioned damage shall in each case consist of an amount equal to the agreed compensation that Principal would be liable to pay, if a definitive lease agreement would have been concluded for the residential space. If the height of the agreed compensation is based on the height of the lease price to be agreed with the candidate lessor, and no lease price has been agreed, the compensation of damages will be based on the initial lease offering of the candidate-lessor. In addition, Principal is required to safeguard DHC for possible damage suffered by the concerned candidate lessor.

Article 6: Personal details

The personal details of the customers are inputted into DHC's administrative system. DHC will not pass on any details to third parties without the permission of the customer. Unless he is thereto required on the basis of a lawful obligation and/or that is useful or necessary at the execution of the commission.
The registered data is used exclusively by DHC to execute the contracts concluded between DHC and the customer.

Article 7: Use of third parties

If and insofar as the proper execution of the contract requires this, DHC is entitled to have specific tasks or deliveries executed by third parties. The aforementioned is at the discretion of DHC.

Article 8: Obligation to make an effort DHC

1. An agreement to mediation runs for an undefined time, unless explicitly agreed otherwise in writing.
2. DHC shall make an effort to the best of its knowledge and abilities to achieve the result desired or envisaged by Principal. This is at all times an obligation to make an effort of DHC and no obligation to achieve a result. If the result remains absent, then this therefore does not relieve Principal from his obligations towards DHC, with the exception of possible obligations that have been linked by parties explicitly to the achieving of the envisaged result.



Article 9: Termination of contract

1. Unless otherwise agreed and without prejudice to the stipulations of these general terms and conditions, the contract is terminated, among other things, by:
 - a. fulfilment of the contract by DHC;
 - b. termination by the customer;
 - c. termination by DHC
2. Cancellation of the agreement by Principal after this has issued the notification as referred to in article 4 section 6 to DHC and after his possible right to withdraw that notification, has been forfeit, does not free Principal of his liability for damage to safeguard towards DHC as referred to in latter mentioned stipulations.
3. Cancellation of the agreement by Principal after the negotiations with a candidate lessee have started as referred to in article 4 section 9 does not free Principal of his liability for damage to safeguard towards DHC as referred to in the latter mentioned stipulations.
4. Principal and DHC are authorised to cancel this agreement at any time. DHC shall cancel the agreement among others if it has to fear that Principal shall not or not properly comply with the lease agreement to be concluded, notwithstanding its claims to payment as provided in these General Terms and Conditions.
5. DHC is entitled to terminate the contract with immediate effect by means of a registered letter if, among other things but not exclusively:
 - a. the customer acts contrary to any stipulations in the contract, the general terms and conditions or any other contracts of any kind concluded between DHC and the customer, without prejudice to DHC's entitlement to full compensation or compliance;
 - b. in the event of bankruptcy, (temporary) suspension of payment, a mutual agreement between creditors or the customer being declared subject to the debt rescheduling scheme for natural persons;
 - c. in the opinion of DHC, the relationship between DHC and the customer has been severely disrupted;
 - d. the customer has been severely comprised commercially;
 - e. the customer moves outside the Netherlands and this creates insurmountable difficulties for DHC;
 - f. on entering into the contract the customer proves to have furnished DHC with incorrect data which are of such a nature that, if DHC had been aware of this data, the contract would not have been concluded or not under the same terms and conditions;
 - g. there are other circumstances which in the opinion of DHC are contrary to the continuation of the contract.
6. Notwithstanding the claims on compensation of damages provided in these General Terms and Conditions, parties can derive from the termination of the agreement by cancellation no right to compensation of damages, unless it will be cancelled because of the shortcoming in the compliance with one or more obligations by the other party.

Article 10: Obligation to complain/forfeit of rights

1. The customer is obliged to check the documents immediately on receiving them. Any visible errors or omissions must be reported to DHC no later than within two working days of receipt of the documents, followed by confirmation in writing.
2. Complaints relating to the tasks executed or services rendered by DHC- need to be reported to DHC by registered letter immediately. Complaints with regard to the activities executed by DHC and/or the provided services - must be reported per registered letter no later than within 1 month after discovery or after Principal should reasonably have discovered these by Principal to DHC, in the absence of which Principal can make no claim anymore on possible defects in the performance of DHC.
3. If the abovementioned claims or complaints are not made known to DHC within the indicated deadlines, the documents or services will be deemed to have been delivered in line with the contract, or the tasks will be deemed to have executed correctly.
4. DHC must be given the opportunity to investigate any complaints made.
5. Claims of Principal on DHC will be forfeit after expiry of 1 year after the agreement has ended.
6. In drawing up the documents, DHC has creative and intellectual freedom to reach certain conclusions based on its own insights, methods and interpretations. No claims may be made against these.
7. In the event of legitimate claims, compensation will be settled in accordance with the stipulations in article 11 of these terms and conditions.

Article 11: Liability

1. DHC is not liable for damage of Principal, including consequential damage, enterprise damage, missed profits and/or stagnation damage, that is the consequence of his acts or omissions, that of its personnel or that of third parties involved by it, in particular not for damage of Principal that is the consequence of the situation that the agreed lease price and/or the agreed service(costs) and/or the additional whether or not one-time fees are not in accordance with the law or via legal procedures (can) be increased or decreased.
2. DHC is not liable for damage that Principal suffers as a consequence of acts or omissions of the counterparty in the conclusion of the lease agreement to be concluded or concluded by mediation of DHC.
3. Insofar DHC is liable for damage of Principal, then his liability is limited to the amount of the pay-out to be provided by the insurer of DHC in the prevalent case, insofar DHC is insured for that. If DHC is not insured as referred to before, the liability of DHC is limited to twice the height of the compensation brought or to be brought into account by DHC to Principal for its activities and/or services.
4. Limitation of the liability of DHC for damage of Principal in these General Terms and Conditions applies not if and insofar the damage is due to wilful intent and/or conscious recklessness of DHC.
5. The DHC website (www.dutchhousing.nl) is aimed at providing information to visitors to the website. The content of this website has been compiled with the greatest possible diligence, but no rights or claims may be derived from its content.
6. Any claim against DHC expires and becomes invalid 12 months after the injured party was or ought to have been aware of the damage or injury.

Article 12: Payment

1. Unless otherwise agreed, the customer must pay the full amount owed to DHC within 14 days of the invoice. This term is a statutory limit.
2. All that Principal is liable to pay to DHC will be paid by Principal timely without claim to discount, suspension, settlement, dissolution or undoing.
3. In the case of non-timely payment of all that Principal is liable to pay to DHC:
 - a. In case of non-timely payment, the customer will owe DHC interest of 1% per month, to be calculated cumulatively over the principal. Sections of a month will be viewed as a full month;



- b. After being sent a reminder to this effect by DHC, with respect to non-legal costs the customer will owe at least 15% of the principal and interest at a minimum of € 40.00.
4. DHC is authorised to dissolve upon non-compliance by Principal of any obligation from the agreement, without further notification of default or intervention by the courts, the agreement in whole or in part and to make a claim to compensation of its damage.
5. If Principal has not timely complied with his payment obligations, then DHC is authorised to suspend the compliance with its obligations until the payment has taken place. The same applies if DHC already before the emerging of default has the reasonable suspicion that Principal shall not comply with his payment obligations. The risk for the consequences of suspension by DHC is for the account of Principal.
6. Payments made by Principal serve each time for the satisfaction of subsequently the due interest, the due costs and the invoices payable upon demand that stand out the longest.

Article 13: Intellectual property rights

1. DHC is and remains rightful claimant to all the intellectual property rights attached or related or belonging to the documents produced by DHC. The aforementioned applies unless the parties have expressly agreed otherwise in writing.
2. DHC retains the express and exclusive right to exercise the rights listed in the previous paragraph of this article - including the publication or transfer of data - both during and after termination of execution of the contract. The customer is in any case prohibited from copying or duplicating the documents, issuing them to third parties or allowing third parties to inspect them without the express permission of DHC. Downloading or copying information from the DHC website is also prohibited without its prior written permission.
3. In furnishing DHC with data, the customer declares that there is no violation of copyright or any other type of intellectual property belonging to third parties and he/she indemnifies DHC within and outside the law from any consequences, financial or otherwise, which could arise from this.

Article 14: Bankruptcy, incapacity to dispose of property etc.

1. Without prejudice to the stipulations in the other articles of these terms and conditions, the contract concluded between the customer and DHC will be dissolved, without recourse to the courts and without any notice of default being required, at the moment at which the customer:
 - a. is declared bankrupt;
 - b. applies for (temporary) suspension of payments;
 - c. is issued with seizure under a warrant of execution;
 - d. is placed under legal restraint or an administration order;
 - e. otherwise loses the capacity to dispose of property or to contract relating to all or some of his/her assets.
2. The stipulation in paragraph 1 of this article applies unless the trustee or administrator recognises the obligations arising from the contract as debt of the estate.

Article 15: Force Majeure

1. In the event of force majeure, DHC is entitled to dissolve the contract or to suspend fulfilment of its obligations towards the customer for a reasonable period of time without being obliged to pay any compensation.
2. Within the framework of these terms and conditions, force majeure is taken to mean: a non-liable shortcoming on the part of DHC, of the third parties it uses or suppliers or any other important reason on the part of DHC.
3. In the event of force majeure when the contract has been executed in part, the customer is bound to fulfil his obligations towards DHC up to that moment.
4. The conditions under which force majeure applies are taken to mean: wars, insurrections, mobilisation, domestic and foreign riots, government restrictions, labour strikes and exclusion by employees or the threat of such circumstances, disruption to the currency rates applicable at the time the contract was entered into, disruption to business operations due to fire, server, internet or power failures, natural phenomena and/or adverse weather conditions.

Article 16: Competent judge, applicable law

1. The contract concluded between DHC and the customer is subject exclusively to Dutch law. Any disputes arising from this contract will also be decided under Dutch law.
2. Any disputes will be decided by the competent Dutch judge, although DHC, insofar as the law does not dictate otherwise, is awarded the power to bring a case before the competent judge of the courts in the place in which DHC is domiciled.
3. With respect to any disputes with the consumer, within one month of DHC informing the consumer that the case will be brought before the courts in DHC's place of domicile, the consumer may inform DHC that he/she opts for settlement of the dispute by the competent judge.
4. With respect to disputes arising from a contract concluded with a customer domiciled outside the Netherlands, DHC is entitled to act in accordance with the stipulations of paragraph 2 of this article or - at its discretion - to bring the case before the competent judge of the courts in the country or state in which the customer is domiciled.

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