

# General Terms 2024

Rent a Roof Personeelshuisvesting



# General Terms

## Rent a Roof Personeelshuisvesting

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<b>Year</b>	2024
<b>Version</b>	General Terms Rent a Roof BV 1.2 - ENG

*The general terms and conditions apply to all existing and future rental agreements of Rent a Roof Personnel Housing and are intended for the contracting parties. It covers various topics and points of attention, ensuring that you, as the customer, are aware of the applicable conditions and what you may be liable for, for instance.*

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## GENERAL TERMS AND CONDITIONS

Terms and conditions for the rental of temporary accommodation(s) on behalf of Rent a Roof BV.

### 1 GENERAL

1.1 These General Terms and Conditions are applicable and binding to all rental agreements for rental properties on behalf of Rent a Roof Personnel Housing.

1.2 Deviating agreements from these General Terms and Conditions are only binding on the landlord if expressly accepted and confirmed in writing by the landlord.

1.3 General Terms and Conditions of the client/tenant are not applicable unless expressly accepted and confirmed in writing by the landlord.

### 2 RENTAL PERIOD

2.1 Rental agreements are deemed to be entered into for a minimum period of one month, or the period as specified in the agreement. The landlord is not obliged to extend the rental period.

2.2 When determining the rental period, unless otherwise agreed, all days, including idle days, Saturdays, Sundays, holidays, and other days off, are counted, and a part of a day is considered as a whole day.

2.3 The standard notice period for Rent a Roof housing accommodations is one calendar week. This is calculated from Saturday to Saturday.

2.4 The tenant must return the rental property to the landlord on the day and time the agreement ends – swept clean and free from personal belongings and waste.

2.5 If the rental property is not returned within the agreed period, the landlord has the right to continue charging the rent until the rental property is returned.

2.6 The rental period ends after the landlord has taken possession of the rental property through inspection and approval. Unattended deregistration and leaving of the rental property are not accepted by the landlord as the end of the rental period.

2.7 If the rental property is not returned swept clean or free from personal belongings (including excessive waste), the landlord is entitled to charge the tenant for the costs of additional cleaning or removal of items.

### 3 PAYMENTS

3.1 Unless expressly agreed otherwise, the rental of rental properties is exclusively based on the payment terms of the landlord.

3.2 If payment on account is agreed upon, payments must be made within 8 days from the invoice date to an account designated by the landlord, without any deduction, offset, or discount.

3.3 In case of exceeding the agreed payment term, any discounts will expire, and the landlord has the right to invoice the full rental amount.

3.4 If the tenant has not paid within the agreed term, the tenant is considered to be in default by operation of law, and the landlord has the right, without any notice of default being required, to claim compensation for interest equal to 1.5% per month from the due date.

3.5 All reasonable costs incurred in the collection of the claim, both judicial and extrajudicial, are for the account of the defaulting tenant.

3.6 The extrajudicial costs are always equal to 15% of the outstanding amount with a minimum of €300.00. The costs can be increased by €50.00 administration costs per administrative action.

### 4 RISK AND LIABILITY

4.1 The rental property is at the risk of the tenant from the moment it is made available to the tenant. The tenant is liable for damages caused, unless such damages arise from force majeure. The tenant agrees to bear this liability and, if necessary, takes out liability insurance.

4.2 If damage/fault occurs to, in, or around the rental property without the fault of the tenant, the tenant is entitled to replacement or repair with equivalent material for the duration of the agreement. Expenses or damages due to work stoppage caused by the failure of the rental property cannot be claimed against the landlord.

4.3 In case of theft, damage, breakage, or loss, the replacement value will be charged to the tenant. In this regard, the contracting party will be held liable.

4.4 The tenant and the person signing the rental agreement remain liable at all times for the rental property and the payment of the rent with additional costs.

4.5 Except in cases of intent or gross negligence on the part of the landlord, all liability towards the landlord for damage resulting from defects in or to rented properties or work to be carried out (including breakage risk of glass), both to the tenant and to third parties, is explicitly excluded.

4.6 Except in cases of intent or gross negligence, the landlord is also not liable for errors made by staff of the landlord or persons engaged by the landlord in the context of the execution of the rental agreement.

4.7 Except for explicit written confirmation, the landlord is in no way bound by agreements with subordinate members of the tenant's staff.

4.8 The landlord accepts no liability for errors or defects in data provided by third parties or the tenant.

4.9 The landlord accepts no liability for external hazards, such as water damage due to leakage of the rental property.

## 5 TENANT'S OBLIGATIONS

5.1 The tenant is required to return the rental property in the same condition as received, meaning well-maintained (excluding normal wear and tear), swept clean, and entirely free of personal belongings and/or residual waste from occupants upon handover. Any additional labor resulting from non-compliance or incomplete compliance with this obligation is the responsibility of the tenant.

5.2 The tenant is obliged to use the rental property according to its intended purpose and to maintain and care for it as a prudent person would, while adhering to any prescribed instructions provided to the tenant or available in the property.

5.3 The tenant is not permitted to make alterations to the rental property or carry out repairs themselves, except with the express permission of the landlord. The tenant is required to immediately report any damage and/or defects to the rental property to the landlord.

## 6 OWNERSHIP, MANAGEMENT, AND INSPECTION BY OR ON BEHALF OF RENT A ROOF

6.1 The landlord retains ownership of the rental property at all times, and therefore reserves the right to inspect or have the rental property inspected at any time - including without prior notice.

6.2 The Tenant is obligated to fully cooperate with this at all times.

## 7 PERFORMING URGENT WORK BY LANDLORD (OR OWNER)

7.1 The tenant shall allow all necessary urgent works on the leased property, adjacent properties, and/or central facilities, and provide all required cooperation to enable the landlord to carry out these works. This includes works resulting from a notice from the government or a court judgment.

7.2 The tenant is not entitled to rent reduction or compensation due to the execution of works or renovations.

## 8 PROHIBITION OF REGISTRATION IN THE MUNICIPAL PERSONAL RECORDS DATABASE

8.1 The tenant is obliged, during the term of the Agreement, not to register or allow themselves to be registered in the Municipal Personal Records Database (GBA) at the address of the residential property where the leased property is located without prior consent from the landlord. If the tenant has obtained consent from the landlord to register in the GBA, the tenant will be responsible for local taxes.

8.2 In case of violation of the provisions of paragraph 1 of this article, the tenant is obliged to reimburse all costs, including legal and bailiff costs (both judicial and extrajudicial). In addition, the tenant is liable for the damages suffered and to be suffered by the landlord as a result of the violation of the prohibition in paragraph 1 of this article.

## 9 CODE OF CONDUCT

9.1 As a tenant of the property, you are responsible for ensuring that neighbors do not experience any nuisance, disturbance, or damage caused by yourself, your household members, or third parties present in the rented property and/or the immediate residential environment or common areas.

9.2 It is not permitted to cultivate or trade hemp in the rented property, any common areas, or the immediate surroundings included in the rental agreement, nor may the rented property be used as a hemp plantation. You are aware of the damage, hazards, and disturbances associated with having a hemp plantation. Violation of this prohibition is so serious that it justifies immediate termination of the lease agreement and eviction from the rented property.

9.3 Additionally, it is also prohibited to trade, produce, use, or allow the use of soft drugs, hard drugs, or other substances prohibited by the government in the rented property, any common areas, or the immediate surroundings of the rented property. You are aware of the nuisance that these activities can cause, such as pollution and vandalism. Violating this prohibition also leads to immediate termination of the lease agreement and eviction from the rented property at the earliest possible opportunity.

9.4 If third parties disrupt your enjoyment of the property by causing disturbances or in any other way, you must immediately report this to the landlord, preferably in writing and with detailed information.

## 10 RULES OF USE

10.1 The tenant is not permitted to be on roofs, in technical rooms, or similar places, nor to place objects in these locations.

10.2 The tenant may not carry out repairs or other work on pipes, installations, or in meter cupboards, unless permission has been granted by the landlord.

10.3 The tenant shall not use or store in the leased premises or in the associated spaces any substances that may cause fire or explosions, endanger safety, or pose an increased risk of damage.

10.4 The tenant is not allowed to use storage spaces, garages, and other similar spaces that belong to the leased premises as living space, for storage other than for their own non-commercial use, as a workshop, as a sales area, or in any other manner to hold or allow sales to take place in or near these spaces.

10.5 The tenant shall use the leased premises solely as a residence during the term of the agreement. They shall use the leased premises, including all associated spaces and any common areas, only in accordance with its intended use and shall not change its intended use.

10.6 The use and maintenance of the leased premises shall be carried out in accordance with the standards of a prudent tenant, taking into account any (complex-specific) guidelines established by the landlord. If the complex to which the leased premises belong is equipped with installations such as an elevator, the tenant, housemates, and visitors must follow all regulations of the landlord, the installer, or the government.

10.7 The tenant shall keep the residential space furnished and upholstered throughout the term of the lease. It is not permitted for the tenant to remove, alter, or adapt the furnishings, floors, and similar items in the dwelling. Additions to the furniture are also not allowed.

10.8 Throughout the term of the agreement, the tenant is obligated to keep the leased premises and associated spaces clean and to ventilate them regularly.

10.9 The tenant shall put out the household waste / garbage containers or garbage bags at the designated times and in the correct manner. If the landlord has established a collection point or similar facility, the tenant must deposit the household waste there.

10.10 Keeping pets in the leased premises is not permitted.

10.11 In case of emergencies, the tenant must follow the instructions of competent authorities.

10.12 The tenant is not allowed to influence or manipulate the heating system, for example, by freezing the thermostat. Upon discovery, the landlord is entitled to charge the tenant a heating surcharge of at least €250 (excluding VAT).

### 11 USE OF PARKING SPACES AND CHARGING POINTS

11.1 Vehicles such as cars, motorcycles, and other vehicles may only be parked in the designated parking areas. There may be parking instructions posted within the rented property that must be strictly followed.

11.2 It is not permitted to supply energy, electricity, or other (bio)fuels to a vehicle without permission, originating from within the rented property.

### 12 SUBLETTING OR GRANTING OF USE

12.1 The tenant is expressly prohibited from subletting the rented property in whole or in part or granting its use to third parties without prior written permission from the landlord. A request for permission must be submitted in writing and must specify the name of the subtenant, the sublease price, and the start date of the intended sublease agreement. Oral consent will not be considered valid consent. Any permission granted by the landlord is one-time and does not apply to other or subsequent cases.

12.2 If the tenant has sublet the rented property in whole or in part, granted its use, or transferred it to third parties without the written permission of the landlord, the burden of proof lies with the tenant to demonstrate that he has continuously maintained his principal residence in the rented property. For unauthorized subletting, the tenant is also required to remit all income received from the sublease to the landlord, without prejudice to the landlord's right to claim the contractual penalty as referred to in Article 12 of these terms.

12.3 If the landlord has reason to believe that there is total or partial subletting or granting of use, the tenant is obliged to cooperate in an investigation conducted by the landlord. The landlord and/or third parties authorized by the landlord have the right to enter the rented property for this investigation. Upon request, the tenant is obliged to provide the personal data of the user(s) or subtenant(s) and the sublease agreement.

### 13 PENALTY CLAUSE

13.1 If the tenant violates any provision of these general terms and conditions, he is obliged to pay a immediately due and payable penalty of € 50 per calendar day to the landlord. This penalty is in addition to the tenant's obligation to comply with these general terms and conditions. In addition, the landlord's other rights to compensation remain unaffected (with the exception of the costs resulting from non-compliance with these general terms and conditions).

13.2 The landlord is also entitled to impose fines for non-compliance with the house rules, which are often present in the property and are also sent with the current lease agreement. Even in cases of older lease agreements without attached house rules, the landlord is entitled to impose these fines.



## 14 FORCE MAJEURE

14.1 Force majeure is understood to mean: any circumstance beyond the control of the landlord that temporarily or permanently prevents the performance of the agreement.

14.2 In particular, force majeure includes, to the extent not already covered in paragraph 1, war, threat of war, civil war, riot, strike, transportation difficulties, fire, illness, epidemic, extreme weather conditions, and other serious disruptions in the landlord's business or that of its suppliers.

## 15 TERMINATION, NOTICE, AND REPLACEMENT

15.1 The lease agreement can only be terminated in writing (or by email). An oral notification shall not be considered as termination.

15.2 The tenant may terminate the lease agreement on any day of the month, regardless of the reason, with a notice period of 1 calendar week, unless otherwise stated in the lease agreement. The calendar week is counted by the landlord from Saturday to Saturday.

15.3 Termination of the lease agreement by the landlord must only be done in writing (by email), with a notice period of 1 calendar week, unless otherwise stated in the lease agreement. A calendar week is counted from Saturday to Saturday.

15.4 If the lease agreement between the manager and landlord is declared null and void by a decision of the government, the agreement will be terminated immediately.

## 16 CANCELLATION

16.1 Bij annulering van de overeenkomst door de opdrachtgever ten gevolge van welke oorzaak ook, behoudt verhuurder recht om nakoming te eisen.

16.2 Indien verhuurder een annulering accepteert, is verhuurder gerechtigd aan huurder alle tot dan gemaakte kosten in rekening te brengen, en ook een percentage van 25 % van het bedrag dat met de overeenkomst gemoeid is, ter zake van gemiste omzet.

## 17 SUSPENSION AND DISSOLUTION

17.1 If the tenant fails, is late, or does not properly fulfill the obligations arising from the concluded agreement, or if there is well-founded fear thereof, as well as in case of bankruptcy or suspension of payments of the tenant or in case of cessation, sale, or liquidation of his business, the landlord is entitled to suspend the execution of the agreement with a reasonable term or to dissolve the agreement without any liability whatsoever.

17.2 The claim for the part of the agreement already executed, as well as the damages resulting from the suspension or dissolution, including lost turnover, are immediately due and payable.

## 18 APPLICABLE LAW/DISPUTES

18.1 Dutch law exclusively applies to all agreements concluded by the landlord.

18.2 All disputes arising from or related to agreements concluded with the landlord shall be submitted to the competent court of the place of establishment of the landlord or a court designated by the landlord in the Netherlands, applying Dutch law.