

Appendix 1 - General Tenancy Conditions for Self-contained Accommodation

Article 1 - The scope of application of these conditions

- 1.1 These General Tenancy Conditions for Self-contained Accommodation, hereinafter referred to as the '**Conditions**', form part of the tenancy agreement, in which they have been declared applicable. If the provisions of the tenancy agreement deviate from those of the Conditions, the provisions of the tenancy agreement will prevail.

Article 2 - Not more than one tenant

- 2.1. The self-contained accommodation is intended for occupation by not more than one person. The tenant referred to at the beginning of the tenancy agreement has an independent full right to tenancy. He is not entitled to share this right with a fellow tenant or other resident.
- 2.2. The tenant is entitled to have a visitor stay overnight in the rented accommodation occasionally. The tenant will at all times be responsible for the conduct of his visitors with respect to the rented accommodation, the common areas and the other tenants, on the one hand and the enjoyment of the property by the other tenants. The tenant is not permitted to charge a visitor for staying in the rented accommodation.

Article 3 - Availability and acceptance of the rented accommodation

- 3.1. The landlord will make the rented accommodation available on the commencement date of the tenancy agreement.
- 3.2. On commencement of the tenancy agreement the tenant and landlord will draw up an Inventory Report on the delivery of the rented accommodation in accordance with the description attached to this tenancy agreement as [Appendix 3](#). A model of such Delivery Report is included as [Appendix 4](#) to the tenancy agreement. The final Delivery Report will be signed by the tenant and the landlord on delivery of the rental accommodation to declare that it is in good condition and in accordance with the tenancy agreement. In case of defects and/or items missing, the parties will include these facts in the Delivery Report and the landlord shall remedy any defect and/or replace any defect or missing item within reasonable time. The tenant and landlord will receive a copy of this description, whether or not electronically, signed by both parties.

Article 4 - Costs of utility services and service charges

- 4.1. The tenant will pay a monthly advance payment for the costs of utility services and the service charges.
- 4.2. If and in so far as this is mandatory under Dutch law, the landlord will provide for an annual reconciliation with the tenant regarding the costs of utility services and the service charges paid by the tenant in advance. The settlement of these costs and charges between the landlord and the tenant (shall it be positive or negative) shall take place in the course of the repayment of the Deposit according to the Tenancy Agreement. The service charge reconciliation will be executed based on total consumption divided by number of beds, as there are no individual meters available.

Article 5 - General obligations of the landlord

- 5.1 The landlord is obliged to repair defects to the rented accommodation should the tenant so require, unless this is impossible or the landlord cannot reasonably be expected to incur the required expenses in the given circumstances, or these expenses are payable by the tenant pursuant to the law, the tenancy agreement or the use.

- 5.2 In case of a defect in the rented accommodation the tenant shall inform the manager via email or tenant portal, including a description of the defect. The manager will inspect the defect, assess the kind and quality of the defect and define the next steps to be taken (and paid for) by the landlord or the tenant for the remediation of such defect, such as, beside others, provide advice and assess specification for repair, setting up appointments with contractors and provide terms for repair works and ask for quote(s).

Article 6 - Tenant's obligations

- 6.1. The tenant will pay the rent due for the rented accommodation in its entirety in advance before the first day of the month by transferring the amount due in the manner indicated by the landlord. With effect from the first day of the month that the tenant is in default of payment of that month's instalment, the tenant will be liable to pay the landlord the statutory interest on the outstanding amount.
- 6.2. Setoff by the tenant is not permitted, except in the event of default by the landlord as regards its obligations as referred to above in Article 5.
- 6.3. The tenant will use and maintain the rented accommodation with due care, as also described, but not exhaustively, in the Standing Orders ([Appendix 2](#)).
- 6.4. The tenant will use the rented accommodation including all appurtenances and any common circulation spaces, in accordance with its designated use and will not change this designated use. The tenant is not permitted to perform any business activities in the rented accommodation, parts of the rented accommodation or in the common areas. Common circulation spaces include stairwells, lifts, basements, attics, garages, storage spaces, galleries, gardens, courtyards and roof terraces in so far as the tenant shares the use of these spaces with other tenants or users.
- 6.5. The tenant will actually live in the rented accommodation during the term of the tenancy agreement and will actually use the residential space for himself as his principal residence. If the tenant does not actually live in the rented accommodation or sublets all or part of the rented accommodation without the landlord's permission or lets the rented accommodation or gives it in use to a third party, the burden of proof that the tenant has had his principal residence in the rented accommodation without interruption will fall on the tenant.
In the event of unauthorized sub-tenancy, which includes in the landlord's opinion letting via Airbnb and similar websites, the tenant will be obliged to surrender any income received from the sub-tenancy to the landlord. In addition, the tenant will owe an immediately payable penalty of € 2,500 plus € 50 per day for each day that the breach continues, up to a maximum € 15,000.
- 6.6. The tenant must ensure that the tenant himself, visitors or third persons who are present in, around or in the immediate vicinity of the rented accommodation or the common areas on account of the tenant do not create a nuisance for people living in neighbouring properties. The tenant must also act as a good tenant towards employees of the landlord and/or any third parties engaged by the landlord. In the event of physical violence or verbal abuse, aggression or other forms of misconduct, appropriate legal or other measures will be taken against the tenant, which may result in termination of the tenancy agreement. Vice versa any employees of the landlord or parties engaged by the landlord shall disclose their identity upon request from the tenant and are committed to treat the tenant respectfully at any time.
- 6.7. The tenant is not permitted to produce, cut, grow, dry or use any drugs, including soft drugs, in the rented accommodation, or to allow others to do so, or to perform or have others perform other activities that are punishable under the Opium Act (*Opiumwet*). If the tenant breaches this prohibition, the tenant will owe an immediately payable penalty of € 2,500 plus € 50 per day for

each day that the breach continues, up to a maximum of € 15,000. If the tenant is caught in the act of using drugs on premise, his tenancy may be terminated immediately in coordination with EUC.

- 6.8. The tenant is obliged to take the necessary measures to prevent damage to the rented accommodation. The tenant must inform the landlord immediately of any (imminent) damage as well as any defects to the rented accommodation.
In the event of negligence by the tenant in this respect, any resulting damage to the rented accommodation and to third parties' property will be payable by the tenant.
- 6.9. The tenant will give the landlord access to the rented accommodation to enable the landlord to monitor the tenant's compliance with his obligations under this tenancy agreement or to carry out any necessary work or suchlike. The landlord is also taken to mean: persons designated by or on behalf of the landlord. The landlord is obliged to notify the tenant about the planned inspection or works at least three (3) working days in advance via email.
In case of an emergency such as in particular: (i) breakdowns or malfunctioning of the installations and systems in the rented accommodation which influence the operation of the building or (ii) in case of the danger to human's health and/or life or (iii) in case of events which might lead to significant property damage, the landlord (and the landlord's manager and/or contractors) is authorised to enter the rented accommodation without the necessity to provide prior notification to the tenant.

Article 7 - Minor repairs at the expense of the tenant and/or part of service charges (4.4.(m) of the tenancy agreement)

- 7.1. The following points are at the responsibility and direct expense of the tenant, and therefore not included in the service charges:
- a. replacing light bulbs that are within reach
 - b. regularly cleaning drains to prevent clogging
- 7.2. The following minor repairs will be part of the service charges:
- a. Whitewashing interior walls and ceilings, painting interior woodwork and, if necessary, papering the interior walls;
 - b. The preparatory work for the work described under a, which shall in any case include grouting, sanding and filling of holes, dents and minor (shrinkage) cracks;
 - c. Securing and screwing down loose elements parts of the rented accommodation, which shall in any case include loose:
 - i. stair handrail, door knobs and thresholds;
 - ii. electrical switches, wall sockets and doorbells;
 - d. Replacing and renovating elements and components of the residential accommodation that can be easily replaced and which are located in the living space of the residential accommodation, in so far as the costs are negligible, including in any case:
 - i. tap washers and other tap parts that can be easily replaced;
 - ii. doorknobs and locks, door and window hardware;
 - iii. floor and ceiling grilles;
 - iv. keys for interior and exterior locks;
 - v. fittings for shower and toilet area
 - vi. electrical switches, sockets, doorbells, cables;
 - vii. telephone and computer connections and similar components of data networks;
 - e. Maintaining, regularly checking the movement of and if necessary, oiling and greasing movable parts, including in any case:
 - i. Hinges of doors, shutters and windows;
 - ii. locks;
 - iii. taps;
 - f. Taking measures to prevent taps freezing up and any resulting repairs;

- g. Replacing difficult to reach light bulbs within the rented accommodation, and replacing lightbulbs in the common areas (indoor and outdoor).
- h. Replacing damaged window panes and inbuilt mirrors, in so far as the costs are negligible;
- i. Maintaining and replacing parts of technical systems found within the living space of the rented accommodation and forming part of it, in so far as the costs are negligible, provided that this work is straightforward from a maintenance point of view and no specialist knowledge is required, including in any case:
 - i. Bleeding out air and refilling water of the heating installation
 - ii. Restarting of the heating system after failure
 - iii. Replacing of filters in mechanical and other ventilation systems and cleaning the grilles;
- j. Installing and maintaining draught-prevention facilities, if necessary and in so far, the costs of such work are negligible;
- k. Sweeping the chimneys and cleaning the extraction and ventilation ducts if necessary, in so far as these are accessible to the tenant;
- l. Without incurring considerable costs, replacing and renovating components and parts of the living space that can be easily replaced and which are located outside the living space of the rented accommodation, which shall in any case include:
 - i. Parts of the mailbox;
 - ii. Parts of the exterior lamp
 - iii. Parts of the carport (n/a)
 - iv. Parts of the flagpole holder (n/a)
- m. Keeping clean and, if necessary, unblocking the internal drains as far as the connection point from the living space of the rented accommodation to the municipal sewer or the main sewer, in so far as these drains are accessible to the tenant;
- n. Maintaining gardens, land, drives and boundary partitions, in such a way that these immovable appurtenances are well looked after and are in a good state of repair, which shall in any case include (if applicable):
 - i. in the case of first occupation of residential accommodation, the garden or land that forms part of the rented accommodation's living space: the planning of the garden or
 - ii. land, with the exception of the planning of drives and access paths and the installation of simple boundary partition;
 - iii. levelling the garden and pouring topsoil;
 - iv. regularly mowing the grass;
 - v. regularly removing weeds from the garden and between the slabs of drives, access paths and terraces;
 - vi. replacing broken slabs;
 - vii. regularly trimming hedgerows, hedges and shooting trees;
 - viii. replacing dead plants;
 - ix. replacing broken planks or segments of wooden boundary partitions, straightening up wooden boundary partitions and keeping them straight;
 - x. if the boundary partitions are painted or stained: regularly painting or staining boundary partitions;
- a. Cleaning the waste container area if it does become dirty, whether or not intentionally, through incorrect or careless use;
- b. Cleaning the living space of the rented accommodation and the communal areas;
- c. Cleaning and keeping clean the inside and outside of the window panes and frames, door frames, the painted woodwork and other painted elements, in so far as these are accessible to the tenant;
- d. Pest control, in so far as the costs are negligible and in so far as the presence of these pests is not the result of the structural condition of the living space;
- e. Regularly cleaning gutters and rainwater pipes, insofar as the tenant can reach them;

- f. Regularly removing litter;
 - g. Removing graffiti, in so far as the costs are negligible and in so far as the graffiti is accessible to the tenant.
 - h. Emptying soakaways, cesspits and septic tanks.
- 7.2 The tenant will inform the landlord's manager about minor repair works that need to be carried out by the landlord or the tenant.
- 7.3 Unless it is a minor repair which may be easily done by the tenant himself (e.g. replacing of light bulbs) the landlord will arrange for the repair works to be carried out by or on behalf of the landlord for the account of the tenant. The costs of such repair works are determined in Appendix 4 to this tenancy agreement.
- 7.4 If works are carried out by or on behalf of the tenant they must be performed in a professional manner. In doing so, the tenant will observe, or ensure that third parties will observe, any regulations stipulated by the government or the landlord.
- 7.5. With the exception of urgent work, the work referred to and organised by landlord will take place on working days following prior notification of the date and time.

Article 8 - Alterations and additions by the tenant

- 8.1. Without the landlord's prior written permission, the tenant is not permitted to make alterations and additions to the interior of the rented accommodation unless these alterations can be removed at negligible cost at the end of the lease agreement. The landlord will only grant his permission in case the alterations and additions don't pose a danger, cause a nuisance or inconvenience to the landlord or third parties and the alterations and additions don't harm the rentability nor lead to a decrease of value of the rented accommodation. The tenant is not permitted to make alterations and additions to the exterior (such as attach name signs, external sun blinds, window film, aerials and dish aerials, flags, banners, window boxes, fixed drying racks, fixed washing lines or other protruding items)
- 8.2. The landlord may attach conditions to its approval, relating to matters including:
- the nature and quality of the materials to be used;
 - the prevention of damage to the structure of the rented accommodation or the building;
 - government regulations, including regulations concerning the structure;
 - maintenance and removal of the alteration;
 - additional facilities to prevent inconvenience to third parties;
 - insurance, taxes and liability.
- The tenant will be obliged to remove all the alterations and/or additions at its expense at the end of the tenancy agreement.
- 8.3. Any alterations made without the required permission or contrary to the landlord's conditions will be removed by the tenant at its expense during the term of the lease agreement should the landlord so demand.
- 8.4. The tenant is obliged to maintain, remedy defects and carry out all repair work to the alterations or additions made by the tenant.
- 8.5. The tenant will be obliged, should the landlord so demand, to remove at its expense any alterations or additions made by him prior to the end of the term of the lease agreement if such is necessary to enable the landlord to carry out urgent work or refurbishment work.
- 8.6. The tenant is liable for damage caused by or as a result of an alteration or addition made by the tenant. The tenant indemnifies the landlord against third-party claims for damage and/or loss caused by alterations or additions made by the tenant.

- 8.7. The preceding paragraphs also apply to alterations or additions taken over by the tenant from the previous tenant in consultation with the landlord.

Article 9 - Termination of the tenancy agreement

- 9.1. The tenancy agreement will end by operation of law with effect from the end date agreed by the tenant and the landlord.
- 9.2. The tenant is entitled to give notice of termination with effect from an earlier date, on whatever ground, provided this is with effect from the first day of a calendar month, and to the extent that this is not a Saturday, Sunday or public holiday, in which case notice of termination must be given with effect from the following working day. The tenant must in this case observe a notice period of one month. Notice of termination by the tenant must preferably be given to the Resident Manager via email to explore.lucia@milestone.net.
- 9.3. If the landlord wishes to let the rented accommodation after termination of the tenancy, the tenant will be obliged to allow interested parties to view the rented accommodation.
- 9.4. EUC is a residential college, aimed at establishing an academic community among its students. According to article 3.8 of the Academic Rules and Regulations of Erasmus University College, EUC requires students to live together with their fellow EUC students for the full duration of their first academic year. Early termination of the tenancy agreement might invalidate one of the graduation requirements for EUC.

Article 10 - Delivery of the rented accommodation on termination of the tenancy agreement

- 10.1. On termination of the tenancy agreement the tenant is obliged to deliver the rented accommodation upon surrender of all keys, fully vacated, clean and in the same condition in which he accepted the rented accommodation on commencement of the tenancy agreement in accordance with the Delivery Report, subject to normal wear and tear, which will be at the landlord's risk and expense. If a key is missing, the costs to be incurred by the landlord, if required, to replace the keys and/or locks will be payable by the tenant.
- 10.2. If on termination of the tenancy agreement the tenant has not fulfilled his obligation to make repairs, vacate and clean the entire rented accommodation and remove any alterations or additions made by him, the landlord will be entitled to carry out or arrange to carry out all the necessary work in this respect at the tenant's expense. If this situation arises, the tenant undertakes to pay the costs of such work. Any other damage and/or loss caused by the tenant's negligence will also be payable by the tenant.
- 10.3. The landlord will be entitled to remove any property left by the tenant in the rented accommodation on termination of the tenancy agreement at tenant's cost without any retention obligation being applicable to the landlord.
- 10.4. The tenant and landlord may decide in consultation to deliver the rented accommodation on a date earlier than the end date of the tenancy agreement.

Article 11 - Access to the rented accommodation, surveillance

- 11.1. The tenant undertakes, in accordance with the landlord's instructions, action with care to prevent unauthorized persons from entering the building.
- 11.2. The landlord may make use of CCTV at the entrances to the building, the emergency exits, the common outside areas, the circulation spaces and elevators in the building.

Article 12 - Liability of the tenant and the landlord

12.1. The tenant is liable for any damage to the rented accommodation, including the exterior, during the term of the tenancy agreement caused by attributable failure on the part of the tenant to comply with an obligation under the tenancy agreement. All damage will be presumed to be caused as a result thereof.

The tenant will be liable to the landlord for the conduct of persons using or present in the rented accommodation on account of the tenant in the same manner as for his own conduct.

12.2. The landlord is not liable for injury to the person or damage to property of the tenant and/or his visitors caused by storm, frost, lightning, severe snowfall, flood, rising or falling groundwater level, nuclear reactions, armed conflict, civil war, riot, civil commotion, wilful damage and other contingencies. Liability of the landlord for such matters is excluded under Section 174 of Book 6 of the Dutch Civil Code.

Article 13 - Default on the part of the tenant and the landlord

13.1. If one of the parties is in default in fulfilling any obligation which rests with that party under the law and/or the tenancy agreement and as a result the other party is forced to take judicial and/or extrajudicial measures, the resulting reasonable costs will be payable by the defaulting party.

13.2. If one of the parties fails to pay in full and promptly on the due date an amount payable under the tenancy agreement or otherwise agreed, this party will be in default immediately from the due date and will owe statutory interest from that date.

If the defaulting party is a natural person, not acting in the course of his business or profession, he will also be liable to pay compensation for the collection costs, with due observance of Section 96 (2) to (6) of Book 6 of the Dutch Civil Code. The amount of the collection costs due will be calculated in accordance with Section 2 of the Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*), with the minimum amount of € 40 contained therein being applicable.

If the defaulting party is not a natural person, immediately after the occurrence of the default this party will also be liable to pay compensation for the extrajudicial collection costs, which will be 15% of the principal due with a minimum of € 75.

Article 14 Applicable law, disputes

14.1. This tenancy agreement is governed exclusively by Dutch law.

14.2. Any disputes arising from this tenancy agreement will be submitted to the competent court in Rotterdam, or to the Rent Tribunal ("Huurcommissie") if it concerns disputes that fall under its jurisdiction.

14.3. If a part of the tenancy agreement or of these Conditions is voidable, this will not affect the validity of the other articles. Instead of the null and void or voided part, that which comes closest to what the parties would have agreed had they known about the nullity or voidability will then apply as agreed.