

JUNI 2014

**GENERAL DELIVERY CONDITIONS
ASSOCIATION OF LETTING AGENTS IN AMSTERDAM
Amsterdam Beautiful Property Rental**

Artikel 1: Scope of applicability, definitions

1. These General Delivery Conditions are applicable to all agreements that members of the Association of Letting Agents in Amsterdam enter into with their Clients.
2. 'Intermediation' is a Letting Agent's best efforts obligation aimed at conclusion of a tenancy agreement for residential accommodation between the Client and a counterparty as defined in Article 7:425 of the Dutch Civil Code in return for payment of a fee by the Client. The Letting Agent will never accept an assignment for intermediation for the same residential accommodation from the Client's counterparty. An assignment for intermediation does not include a search assignment as referred to in Articles 3(1) and Article 4(1).
3. 'Counterparty' is the (prospective) landlord of the relevant residential accommodation if the Client is the party that wishes to rent that residential accommodation. If the Client is the party that wishes to let that residential accommodation, Counterparty means the (prospective) tenant of the relevant residential accommodation.
4. Any provisions that deviate from these General Delivery Conditions will be part of the agreement entered into between the parties only if and in so far as the parties expressly so agree in writing.
5. A Client that consists of two or more (legal) entities will be jointly and severally liable to the Letting Agent for the performance of all obligations towards the Letting Agent.
6. Inapplicability of (any part of) any provision of these General Delivery Conditions will not affect the applicability of the other provisions of these General Delivery Conditions.

Article 2: Client's cooperation in respect of performance of the agreement

1. The parties will not do and/or refrain from doing anything that interferes or that could interfere with the proper performance of this agreement. The Client will cooperate in every respect to ensure a proper performance of the agreement by both parties, including by providing all the details that the Letting requires on time.
2. The Letting Agent will not initiate the work until the Client has provided him with all the details necessary for that purpose and the Client has made any payment or down payment that may have been agreed.

Article 3: If the Client is the prospective tenant of the residential accommodation

Details of the assignment. Work and working method of Letting Agent

1. A "search assignment" is a Letting Agent's best efforts obligation aimed at searching rented residential accommodation that is suitable for the Client,
2. Depending on the Client's wishes and any additional conditions that the parties agree upon in the course of performing the agreement, the work undertaken by the Letting Agent may include the following elements:

Search assignment

- * to provide general information on the possibilities of finding a house, the local housing market, the housing permit, the housing allowance, the tenant protection, the rent prices, the registration in the municipal personal records database;
- * to identify the Client's housing wishes and search profile;
- * to find suitable residential accommodation for the Client, based on the housing wishes and search profile of the Client;
- * to organise one or more viewings of one or more residence(s) for the Client and to provide information about them;
- * to evaluate the viewings with the Client.

Assignment for intermediation:

- * to compile a complete file on the Client and, on that basis, introduce the Client as prospective tenant to the prospective landlord(s) and to make an effort to have that landlord grant the residence to the Client;
- * to negotiate with the prospective landlord(s) on the Client's behalf regarding the contents of the tenancy agreement;
- * to ensure that a written tenancy agreement is drawn up and is signed by both parties;
- * to provide information on and an explanation of the tenancy agreement.

Other activities:

- * to ensure that the first payment to the landlord is made on time;
- * to organise the transfer of the residence;
- * to compile a proper inspection report (including photographs) in triplicate, including the meter readings, a key check, an inspection of home contents, an identification of any defects);
- * to ensure that the landlord(s) fulfils his (initial) obligations;
- * to provide support in respect of: maintenance contracts, removal, transport/purchase of fixtures and fittings, finding workmen in connection with paintwork, wallpapering, laying floors, etc.;
- * to take care of a telephone connection and an Internet connection, as well as connection to utilities;
- * to act as primary source of information for the Client during the term of the tenancy agreement.

3. The Letting Agent will carry out those activities in the interest of the Client only and will not represent those of the (prospective) landlord.
4. The Letting Agent will never render intermediation services to both the (prospective) landlord and the Client to conclude a tenancy agreement for residential accommodation. The Client is aware that the Letting Agent has advertised the offer of available rented accommodation in various media, including the web sites of the Letting Agent and/or third parties, such as Pararius, and that such presentations of residential accommodation are not always based on a (search) assignment of the owner of the relevant residential accommodation and/or an assignment for intermediation from that owner. If such presentations of residential accommodation are based on a (search) assignment by the owner of the relevant residential accommodation and/or an intermediation assignment, the Letting Agent will not accept assignments from (prospective) tenants.
5. The tenant will provide the Letting Agent on his/her own initiative with all information, data and records that are necessary for the assignment to be carried out and vouches for their correctness. The information and records will be deemed to include, without limitation: valid proof of identity, valid proof of residence in the Netherlands, one or more recent salary slips, an employment contract, a recent bank statement (evidencing salary payments), employer's statements and similar details. The Client has the right to share that information, those details and records with third parties in so far as useful and necessary to fulfil the assignment.
6. After the Client has notified the Letting Agent of his/her wish to rent the residential accommodation proposed by the Letting Agent and requested the Letting Agent to inform the landlord accordingly and intermediate in the conclusion of a tenancy agreement with the landlord, the Letting Agent will confirm that notification by e-mail to the Client. The Client has

the right to cancel to cancel his/her notification referred to above by notifying the Letting Agent accordingly by e-mail within 24 hours of dispatch of that e-mail. After that period of 24 hours, that right will expire. The Client will not have that right if his/her notification referred to above was made to the Letting Agent in writing or by e-mail or was confirmed in a letter of intent signed by the Client.

Fee for the Letting Agent's Services

7. The Client must pay a fee to the Letting Agent if the services rendered by the Letting Agent lead to a tenancy agreement for residential accommodation. The fee will amount to one month's gross rent (i.e. including any additional costs) as laid down in the tenancy agreement that has been concluded through the Letting Agent's services, plus VAT at the applicable statutory rate. The fee will be due to the Letting Agent by the Client on conclusion of the tenancy agreement.
8. The fee is deemed to be reasonable compensation for the work that the Letting Agent has undertaken for the Client in performance of their agreement. The parties have taken into consideration that the fee reflects the prevailing market rate and is related to a result to be achieved rather than to the volume of work that the Letting Agent has undertaken.
9. The Letting Agent has the right to stipulate that the Client may not occupy the residential accommodation until the fee has been paid to the Letting Agent.
10. If the Client and/or his/her relations are found to have occupied residential accommodation of which the details were given to the Client by the Letting Agent, the Client must pay the agreed fee to the Letting Agent regardless of whether the tenancy agreement was concluded as a result of the Letting Agent's intermediation.
11. If, for any reason whatsoever, the Client does not occupy the residence for which the tenancy agreement was concluded as a result of the Letting Agent's intermediation, or the tenancy agreement for that residence is terminated, is nullified or is dissolved, the Client remains obliged to pay the agreed fee and the Client will not have any right to a full or partial refund.
12. If the Client has made the notification referred to in Article 3(6) to the Letting Agent and if any right that the Client may have had to cancel the notification has expired and the Client subsequently cancels the notification or otherwise frustrates the conclusion of the tenancy agreement, the Client will be obliged to reimburse the Letting Agent for the loss incurred by the latter. That loss will in any event amount to the agreed fee that would have been due by the Client if a final tenancy agreement for the residential accommodation were to have been established. If the amount of the agreed fee is based on the amount of the rent to be agreed with the prospective tenant, and the amount of rent has not yet been agreed, the compensation will be based on the initial letting offer by the prospective landlord. In addition, the Client will be obliged to indemnify the Letting Agent for any loss to be incurred by the relevant prospective landlord.
13. Immediately after the Client and a prospective landlord have reached agreement on a tenancy agreement for residential accommodation as a result of the Letting Agent's intermediation, the Letting Agent will first draw up a tenancy confirmation form that states the principal clauses of the tenancy and will subsequently draw up a tenancy agreement to be signed by the parties. The Client will be obliged to promptly sign that tenancy confirmation form.

Article 4: If the Client is the prospective landlord of the residential accommodation

1. A 'search assignment' is a best efforts' obligation of the Letting Agent aimed at finding a tenant suitable for the relevant residential accommodation for the Client. The Client may also grant search assignments to other parties.
2. Depending on the Client's wishes and any additional conditions that the parties agree upon in the course of performance of the agreement, the Letting Agent may undertake to:
 - * provide advice on letting residences and market conditions;
 - * inspect the residence;
 - * determine the rental value of the residence;
 - * take the meter readings;

- * take photographs of the residence;
 - * post photographs and information of the residence on the website of the Letting Agent, on various housing websites, with other letting agents/intermediaries and/or in other media;
 - * post a 'to let' sign;
 - * draft and post a shop window advertisement;
 - * screen prospective tenant(s) in advance;
 - * negotiate the contents of the tenancy agreement with prospective tenants on behalf of the Client;
 - * ensure that a written tenancy agreement is drawn up and is signed by both parties;
 - * provide information on and an explanation of the tenancy agreement.
 - * ensure that the tenant's first payment is made on time;
 - * organise the transfer of the residence;
 - * compile a proper inspection report (including photographs) in triplicate, including the meter readings, a key check, an inspection of home contents, an identification of any defects);
3. The Client will provide the Letting Agent on his/her own initiative with all information, data and records that are necessary for the assignment to be carried out and vouches for their correctness.
 4. If the Letting Agent's intermediation for the Client leads to a tenancy agreement for the residential accommodation, the Client must pay the fee (commission) agreed between the parties to the Letting Agent. The Client must pay that commission to the Letting Agent within 14 days of the invoice sent to him/her for that purpose.
 5. The Client has instructed the Letting Agent to collect the first instalment of gross rent and the deposit from the tenant. The Letting Agent will transfer the collected amounts to the Client after settling any amounts that are due by the Client to the Letting Agent.
 6. If it is found that the Client (jointly) lets or has granted a (joint) right of use to one or more persons or parties whose details were given to the Client by the Letting Agent, the Client must pay the agreed fee to the Letting Agent, regardless of whether the tenancy agreement was concluded as a result of the Letting Agent's intermediation.
 7. If the tenant with whom the Client has entered into a tenancy agreement as a result of the Letting Agent's intermediation does not occupy the relevant residential accommodation or if the tenancy agreement of that accommodation is terminated, is nullified or is dissolved, the Client remains obliged to pay the agreed fee and the Client will not be entitled to any full or partial refund.
 8. If a (housing) permit is required for the residential accommodation, obtaining that permit for the Client and/or the tenant will be for the account and at the risk of the Client, and the Client will be obliged to pay the agreed fee, regardless of whether the permit has been or will be granted, unless the parties have agreed otherwise.
 9. If the Client terminates or frustrates the negotiations and/or is no longer prepared to let the residential accommodation to the prospective tenant after the negotiations with a prospective tenant have commenced, regardless of whether the Client has signed a letter of intent for that purpose, the Client will be obliged to reimburse the Letting Agent for the loss incurred by the latter. That loss will in any event amount to the agreed fee that would have been due by the Client if a final tenancy agreement for the residential accommodation were to be concluded. If the amount of the agreed fee is based on the amount of the rent to be agreed with the prospective tenant and the amount of the rent has not yet been agreed, the compensation will be based on the initial letting offer by the Client. In addition, the Client will be obliged to indemnify the Letting Agent for any loss to be incurred by the relevant prospective tenant.
 10. Immediately after the Client and a prospective tenant have reached agreement on a tenancy agreement for residential accommodation as a result of the Letting Agent's intermediation, the Letting Agent will first draw up a tenancy confirmation, which states the principal clauses of the tenancy and will subsequently draw up a tenancy agreement to be signed by the parties. The Client will be obliged to promptly sign that tenancy confirmation form.

11. The Client warrants and guarantees in all respects (also in view of any possible claims of any nature whatsoever of other parties having rights to the residential accommodation, mortgage holder(s), insurers, (local) governments, manager(s), other letting agents, associations of apartment owners and similar parties) that it has the right to offer the residential accommodation for letting and indemnifies the Letting Agent from all possible claims of third parties in respect of the extra-judicial and judicial costs to be incurred by the Letting Agent in that respect. The Letting Agent does not accept any liability in that respect.
12. The Client declares to be fully aware of the tenant protection afforded to the tenant under mandatory law against, for example, termination of the tenancy by the Landlord, excessive rent prices, excessive or incorrect service charges and excessive or incorrect one-off fees on conclusion of tenancy agreements. The Client (rather than the Letting Agent) will determine the desired term of the tenancy agreement, the amount of the rent, the amount of the deposit, the composition of the package of services, the amount of (the advance to) the service charges and the amount of any one-off fees. The Letting Agent does not accept any liability for any loss that arises from the content of the tenancy agreement, in particular with regard to its term, the amount of the rent, the amount of the deposit and the amount of (the advance to) the service charges, the composition of the package of services and the amount of any one-off fees.
13. The Client declares to be aware that the tenant protection referred to in Article 4(11) includes schemes that permit temporary tenancy contracts in very specific cases only, and that the tenant may ignore the temporary nature of any tenancy agreement that is established in breach of the law and may rely on tenant protection. The Letting Agent does not accept any liability for any loss that is due to such reliance on tenant protection (whether or not justifiable) by the tenant.

Article 5: Personal data

The Client's personal data will be included in the Letting Agent's records. The Letting Agent will not disclose any data to third parties without the Client's consent, unless he is obliged to do so in view of a statutory obligation and/or such disclosure is useful or necessary to carry out the assignment. The Letting Agent will use the registered data for the sole purpose of carrying out the Client's assignment.

Article 6: Letting Agent's best efforts' obligation

The Letting Agent will endeavour to the best of his knowledge and ability to achieve the results desired or envisaged by the Client. This is always a best efforts' obligation of the Agent rather than an obligation to produce a certain result. For that reason, any failure to achieve the result does not release the Client from his/her obligation towards the Letting Agent, with the exception of any obligations that the parties have expressly attached to achieving the envisaged result.

Article 7: Notice and termination of the agreement

1. Unless otherwise agreed and without prejudice to any other provisions in these General Delivery Conditions, the agreement will terminate in any event in the following cases:
 - a. the Letting Agent's efforts lead to the result envisaged with the assignment;
 - b. the Client gives notice of termination;
 - c. the Letting Agent gives notice of termination.
2. Notice of termination of the agreement by the Client after he/she has made the notification referred to in Article 3(6) to the Letting Agent and after any right to cancel that notification has expired does not release the Client from his/her liability for losses and his/her obligation of indemnification of the Letting Agent referred to in the latter provision.

3. Notice of termination of the agreement by the Client after negotiations have been initiated with the prospective tenant as referred to in Article 4(9) does not release the Client from his/her liability for losses and his/her obligation of indemnification of the Letting Agent referred to in the latter provision.
4. The Client and the Letting Agent are authorised to give notice of termination of the agreement at any time. The Letting Agent will give notice of termination of the agreement in any event in the following case: he has reason to believe that the Client will not perform or properly perform under the tenancy agreement to be concluded, without prejudice to his claims to payment contemplated in these General Delivery Conditions.
5. Without prejudice to the eligibility for compensation provided under these General Delivery Conditions, the parties cannot derive any right to compensation from the termination of the agreement upon notice, unless notice is given due to failure of the other party to perform one or more of its obligations.

Article 8: Obligation to complain and limitation of actions

1. Complaints regarding the work performed and/or the services rendered by the Letting Agent must be lodged with the Letting Agent by registered letter within two months after they are discovered or could reasonably have been discovered by the Client, failing which the Letting Agent can no longer rely on any defects in the performance of the Letting Agent.
2. Complaints of the Client against the Letting Agent will expire one year after the date of termination of the agreement.

Article 9: Liability

1. The Letting Agent will not be liable for any loss of the Client, including consequential loss, trading loss, loss of profits and/or loss due to business interruption due to any act or failure to act of the Letting Agent, his staff or persons hired by them, in particular any loss of the Client due to the situation that the agreed rent and/or the agreed service (charges) and/or additional one-off or other fees are not in keeping with the law or may be increased or decreased in legal proceedings.
2. The Letting Agent is not liable for the loss incurred by the Client due to any act or failure to act of the counterparty in respect of the tenancy agreement concluded or to be concluded with the help of the Letting Agent's brokerage activities.
3. To the extent that the Letting Agent is liable for loss of a Client, that liability will be limited to the amount of the benefit payable by the Letting Agent's insurer in those cases, to the extent that the Letting Agent is insured for that purpose. If the Letting Agent is not insured as described above, the Letting Agent's liability will be limited to twice the amount of the fee that the Letting Agent has charged or will charge for his activities and/or services to the Client.
4. The limited liability of the Letting Agent for loss of the Client in these General Delivery Conditions does not apply if and to the extent that the loss is due to intent and/or wilful recklessness of the Letting Agent.

Article 10: Payment

1. Unless otherwise agreed or stated in these Conditions, the Client must pay all amounts due to the Letting Agent within 14 days of the invoice date. That term will be a final deadline.
2. All amounts due to the Letting Agent by the Client will be paid on time by the Client without any claim to curtailment, suspension, set-off, dissolution or nullification.
3. In the event of late payment of the full amount due to the Letting Agent by the Client:
 - a. the Client must pay default interest to the Letting Agent at a rate of 1% per month, to be computed on the principal on an accumulated basis. Parts of a month will be regarded as a full month;
 - b. after receiving a payment demand from the Letting Agent, the Client must pay 15% of the principal in respect of extra-judicial costs plus default interest with a minimum of EUR 40.
4. In the event of the Client's failure to fulfil any obligation under the agreement, the Letting Agent will be authorised to terminate the agreement, wholly or partly, without any notice of default or judicial intervention being required, and will be authorised to claim reimbursement of his loss.
5. If the Client fails to fulfil his/her payment obligations on time, the Letting Agent will be authorised to suspend his obligations until payment has been made. The same applies if, before the occurrence of the default, the Letting Agent reasonably believes that the Client will be unable to fulfil his/her payment obligations. The risk of the effects of a suspension by the Letting Agent will be for the account of the Client.
6. Payments made by the Client will always be applied successively to pay outstanding interest, payable costs and the payable invoices longest outstanding.

Article 11: Jurisdiction, applicable law

1. The agreement entered into between the Letting Agent and the Client will be governed exclusively by Dutch law.
2. Any disputes will be settled by a Dutch court having jurisdiction on the understanding that the Letting Agent will be authorised to bring a case in the place where the Letting Agent is established if there are no mandatory law provisions preventing this.

(version June 2014)