

# General Terms and Conditions of Woonhart® makelaars

## GENERAL PROVISIONS

### Article 1 Definitions

In these General Terms and Conditions the terms below shall have the following meanings unless expressly stated otherwise or if the context otherwise requires:

- 1.1 Woonhart® makelaars: the User of these General Terms and Conditions: Woonhart® makelaars registered at Noordwijk, Kerkstraat 2, registered with the Chamber of Commerce under KVK number 27324762;
- 1.2 Contracting Party: the natural person or legal entity entering into an Agreement with Woonhart makelaars;
- 1.3 Agreement: the Agreement between Woonhart makelaars and Contracting Party;
- 1.4 Home Seeker: the Contracting Party looking for housing accommodation;
- 1.5 Landlord: the Contracting Party being an owner or manager of housing accommodation;
- 1.6 Lease Agreement: the Lease Agreement between the Home Seeker and the Landlord;
- 1.7 Bridging Lease: the temporary lease of housing accommodation available for sale, under a licence of the municipality by virtue of the Leegstandswet [Dutch Vacancy Law];
- 1.8 Website: the website [www.woonhartmakelaars.nl](http://www.woonhartmakelaars.nl).

### Article 2 General

- 2.1 These General Terms and Conditions apply to any Agreement entered into between Woonhart makelaars and Contracting Party to which Woonhart makelaars declared these General Terms and Conditions applicable.
- 2.2 The applicability of General Terms and Conditions of the Contracting Party, however named, are hereby expressly rejected by Woonhart makelaars.
- 2.3 Any deviations from these General Terms and Conditions shall be valid only if expressly agreed in writing or by electronic means.
- 2.4 If for certain subjects provided for by these General Terms and Conditions different provisions have been agreed, the remaining part of these General Terms and Conditions shall remain in full force and effect. Any deviations agreed shall in no case apply to more than one Agreement.
- 2.5 In case one or more of the provisions of these General Terms and Conditions should be void or cancelled, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. In that case Woonhart makelaars and Contracting Party shall confer in order to agree new provisions to replace the void or cancelled provisions, taking into account the intention and purport of the original provision to the extent as possible.

### Article 3 Apparent mistakes

- 3.1 Apparent mistakes or errors on the website and in brochures or publications of Woonhart makelaars shall not be binding on Woonhart makelaars.

### Article 4 Information of Contracting Party

- 4.1 The information to be provided by Contracting Party in order to enter into the Agreement shall be accurate and complete.
- 4.2 Woonhart makelaars shall verify the information provided by Contracting Party to the extent as possible, and in case of doubt, shall make enquiries.
- 4.3 The information provided by Contracting Party shall be used by Woonhart makelaars as part of the Agreement only.
- 4.4 Contracting Party shall at all times inform Woonhart makelaars in writing or by electronic means of any changes in his information.

### Article 5 Performance of the Agreement

- 5.1 Any obligations on the part of Woonhart makelaars resulting from the Agreement shall be obligations of best intents.
- 5.2 Woonhart makelaars shall perform the services to the best of its abilities and with due care as a conscientious professional. Woonhart makelaars however, cannot guarantee that any intended results are achieved.

### Article 6 Obligations on the part of Contracting Party

- 6.1 Contracting Party shall ensure that all information which Woonhart makelaars declares to be necessary or which Contracting Party should reasonably understand to be necessary for the performance of the Agreement, are provided to Woonhart makelaars in good time.
- 6.2 Contracting Party is obliged to immediately inform Woonhart makelaars of any facts and circumstances which may be relevant in connection with the performance of the Agreement.
- 6.3 Contracting Party indemnifies Woonhart makelaars against any claims of third parties to whom damage is caused in connection with the performance of the Agreement, which damage is attributable to Contracting Party.

### Article 7 Complaints and Limitation

- 7.1 Complaints about the services performed by Woonhart makelaars can be reported to:  
Woonhart makelaars  
F.A.O. Management  
Kerkstraat 2  
2201 KM Noordwijk ZH  
klachten@woonhartmakelaars.nl  
telephone: 071-3647602
- 7.2 Complaints shall be settled by Woonhart makelaars within 30 days. In case settlement of a complaint within the term of 30 days is not possible, Contracting Party shall be informed of the duration of the delay.
- 7.3 Any claims against Woonhart makelaars that have not been reported to Woonhart makelaars within one year after they first occurred, shall expire by lapse of time, on the understanding however, that a term of limitation of 2 years applies to a Contracting Party being a natural person.

### Article 8 Liability

- 8.1 The information and services provided on the website may contain technical inconsistencies and/or typographical errors.
- 8.2 Woonhart makelaars can never guarantee that the information on the website is accurate and up to date. Woonhart makelaars shall use its best effort to ensure that the accuracy of this information is as consistent as possible. External influences, for instance caused by hackers, is always possible and can result in distortion of information. Woonhart makelaars is not liable for this distortion of information.
- 8.3 Woonhart makelaars is never liable for indirect damage including consequential damage, loss of profit and loss of savings.
- 8.4 In the event that Woonhart is liable for any damage, the liability of Woonhart shall be limited to an amount not exceeding the invoice value of the order, i.e. that part of the order to which the liability applies.
- 8.5 The limitation of liability contained in these General Terms and Conditions shall not apply in case the damage is caused by intent or gross negligence on the part of Woonhart makelaars or its subordinates.

### Article 9 Responsibility for links on the website

- 9.1 The website may contain links to other websites than [www.woonhartmakelaars.nl](http://www.woonhartmakelaars.nl). Woonhart cannot permanently monitor those other websites nor accept any responsibility for their content. Woonhart makelaars cannot be made liable for that content.

#### Article 10 Payment

- 10.1 Contracting Party is required to pay invoices received from Woonhart makelaars within the term of payment stated in the invoice.
- 10.2 In case Contracting Party fails to effect payment within said term of payment, Contracting Party, after being reminded to pay within a reasonable period of time by Woonhart at least once, shall be in default by operation of the law. In that case Contracting Party is obliged to pay legal interest from the date at which the amount due has become payable until the date of payment. In addition to that any judicial and extrajudicial costs of collection after Contracting Party being in default shall be borne by Contracting Party.
- 10.3 In case of liquidation, bankruptcy, attachment or suspension of payment of Contracting Party the claims of Woonhart makelaars against Contracting Party shall be payable immediately.
- 10.4 Have you failed to pay in good time or have we not been able to collect the invoice amount? In that case you are in default and you will be given an extension of payment of five business days. Woonhart makelaars may however charge reminder costs in the amount of €5,-. If you have again failed to effect payment in good time you will be given an extension of payment of five business days. Woonhart makelaars may however charge reminder costs in the amount of €7,50. Amounts are exclusive of VAT. Have you failed to effect payment after expiry of the five business days we can charge legal interest from the day of default, as well as any judicial and/or extrajudicial costs.

#### Article 11 Suspension and rescission

- 11.1 Woonhart makelaars has the right to suspend the performance of the obligations or rescind the Agreement in case:
- Contracting Party does not or not fully comply with the obligations resulting from the Agreement;
  - after the Agreement has been concluded, any circumstances have become known to Woonhart makelaars, which give Woonhart makelaars reasonable grounds to fear that Contracting Party will not fulfil its obligations. In case of good reasons to fear that Contracting Party will not entirely or properly fulfil its obligations, suspension shall only be allowed to the extent as it is justified by the failure in fulfilment;
  - at the time at which the Agreement was concluded Contracting Party was requested to provide security for the fulfilment of its obligations, but this security is not provided or is insufficient.
- 11.2 Further, Woonhart makelaars has the right to rescind (or cause the rescission) of the Agreement in case of circumstances of such nature that the fulfilment of the Agreement has become impossible or, according to the standards of reasonableness and fairness, cannot be demanded any longer, or in case of other circumstances which are such that unaltered maintenance of the Agreement cannot be reasonably required.
- 11.3 In case the Agreement is rescinded, all claims of Woonhart makelaars against Contracting Party shall become immediately due and payable. In case Woonhart makelaars suspends the fulfilment of the obligations it will reserve its rights resulting from the law and the Agreement.

#### Article 12 Force Majeure

- 12.1 Woonhart makelaars is not obliged to fulfil any obligation in case its fulfilment is prevented due to a circumstance that cannot be attributed to acts on its part and for which it is not responsible by virtue of the law, a legal act or generally accepted practices.
- 12.2 During the period at which force majeure continues Woonhart makelaars may suspend the obligations resulting from the Agreement. In case this period of time exceeds one month either party has the right to rescind the Agreement without ensuing obligation to compensate the other party for any damage.
- 12.3 To the extent that Woonhart makelaars has already fulfilled or will be able to fulfil part of its obligations resulting from the Agreement at the time at which Force Majeure occurs, and the part fulfilled or to be fulfilled should represent any independent value, Woonhart makelaars shall have the right to separately invoice the part fulfilled or to be fulfilled. Home Seeker is obliged to pay said invoice as if it were a separate Agreement.

#### Article 13 Intellectual property

- 13.1 Any documents provided by Woonhart makelaars such as reports, advice, agreements, designs, drawings, sketches, software and such shall be provided for use by Contracting Party exclusively, and may not be reproduced, published or disclosed to any third parties by Contracting Party without Woonhart's prior approval, unless the nature of the documents provided allows otherwise.

#### Article 14 Confidentiality

- 14.1 Both parties are obliged to observe secrecy with respect to any and all confidential information obtained from the other party or any other sources as part of their Agreement. Information is considered confidential if so designated by the other party or if this becomes apparent from the nature of the information. The party receiving confidential information shall use said information only for the purpose for which it was provided.
- 14.2 If, on the basis of a legal provision or a judgment of a court of law, Woonhart makelaars is obliged to disclose confidential information to any third parties designated by the law or a competent court of law, and Woonhart makelaars cannot invoke a legal privilege or privilege acknowledged or approved by a competent court of law, Woonhart makelaars is not liable for any damages or compensation, and Contracting Party shall not have the right to rescind the Agreement on the basis of any damage caused by this disclosure.

#### Article 15 Personal information

- 15.1 Woonhart makelaars shall ensure that the collection of personal information complies with the "Wet bescherming persoonsgegevens" [Dutch Data Protection Act].

#### Article 16 Miscellaneous subjects

- 16.1 The applicable version shall at any time be the version of the General Terms and Conditions as valid at the time at which the Agreement was concluded, unless the Contracting Party has accepted the applicability of an amended version of the General Terms and Conditions after the Agreement has been concluded.
- 16.2 Woonhart makelaars and Contracting Party shall not refer matters to a court of law until after they have made every effort to settle the dispute by mutual consultation.
- 16.3 Any Agreements between Woonhart makelaars and Contracting Party are governed by Dutch law.
- 16.4 Any disputes in connection with Agreements between Contracting Party and Woonhart makelaars shall be adjudicated by the competent court in the district in which Woonhart makelaars has its registered place of business. In case Woonhart makelaars invokes this provision, Contracting Party being a natural person shall have the right to opt, within one month, for the competent court in accordance with the law.

### **HOME SEEKERS**

The provisions contained in this section "Home Seeker" shall, in addition to the general provisions of these General Terms and Conditions, apply in case Woonhart enters into an Agreement with Home Seeker under which Woonhart makelaars acts as an intermediary for the conclusion of a Lease Agreement between a Home Seeker and a Landlord. These provisions shall not affect the provisions concerning specific services as contained in these General Terms and Conditions.

#### Article 17 Conclusion of the Agreement and submitting documentation

- 17.1 The Agreement is concluded after Home Seeker has fully and truthfully completed and signed the registration form, and provided Woonhart makelaars with the documentation referred to in this article.
- 17.2 On registration Home Seeker shall provide Woonhart makelaars with the following documentation:
- passport/identity card or residence permit;
  - last salary specification with employment agreement or employer's declaration;
  - recent statement of account of bank, not older than one month;
  - possibly, at the request of Woonhart makelaars, a "Declaration of No Arrears of Rent" and "Declaration of Good Tenant Conduct" of the current Landlord.
- 17.3 In case Home Seeker is an independent entrepreneur Home Seeker is required to operate his company for at least one year and to submit an Auditor Statement or a balance sheet and profit-and-loss account and an extract from the commercial register of the Chamber of Commerce (not older than 6 months) in addition to the documentation referred to in paragraph 2.
- 17.4 In case Home Seeker has an income of € 1.000,- (gross) per month or less, Home Seeker must submit a signed guarantee declaration provided by a person having a verifiable income of at least € 3.500,- (gross) per month. Students must always submit such a guarantee. The guarantor must submit the information as referred to in paragraph 2 and/or 3.
- 17.5 The registration shall be valid for 6 months.

#### Article 18 Termination of the Agreement

- 18.1 The Agreement shall end on one of the following moments:
- in case a Lease has been concluded between Home Seeker and Landlord through the agency of Woonhart makelaars;
  - 6 months after the commencing date of the Agreement;
  - in case Home Seeker has terminated the Agreement.
- 18.2 Home Seeker may terminate the Agreement by sending an email to info@woonhartmakelaars.nl.

#### Article 19 Offers

- 19.1 Any offers for one or more housing accommodations made by Woonhart makelaars, both written, online or verbal, shall be free of engagement. Home Seeker cannot derive any rights from such offers.

#### Article 20 Performance of the Agreement

- 20.1 Woonhart makelaars shall make due effort to find appropriate housing accommodation, shall maintain a high standard of service and integrity but shall not provide any guarantee with respect to the suitability of the housing accommodation. Woonhart makelaars does not guarantee that the housing accommodation offered is safe, of good quality and meets the requirements of Home Seeker and any legal requirements.
- 20.2 Woonhart makelaars shall not represent Home Seeker.
- 20.3 It is not possible to take an option on accommodation offered for rent. Only payment of the amounts as referred to in article 27.1 will ensure that the housing accommodation is not offered or rented any further.

#### Article 21 Inspection and agency

- 21.1 In case Home Seeker does not appear at an arranged inspection and has not cancelled the inspection well ahead of time Home Seeker shall pay a compensation to Woonhart makelaars, which compensation is € 75,- inclusive of btw (Dutch VAT).
- 21.2 Home Seeker is not permitted to directly approach Landlord in any way without the prior consent and agency of Woonhart makelaars.
- 21.3 In case Home Seeker directly rents the housing accommodation from a Landlord introduced by Woonhart makelaars without using the agency of Woonhart makelaars, Home Seeker shall be required to pay to Woonhart makelaars the Agency Fee as described in article 25.2.

#### Article 22 Services

- 22.1 Home Seeker shall refrain from any activities which may interfere with the order given to Woonhart makelaars and/or may prevent Woonhart makelaars from performing the order.
- 22.2 The services performed by Woonhart makelaars for Home Seeker shall consist of and include:
- arranging inspections, selecting suitable Landlords, looking for (required) housing accommodation and drawing up the lease agreement;
  - providing advice with respect to the lease and rent of housing accommodation(s);
  - as an option a paperclip advertisement may be inserted in local newspapers.
- 22.3 Woonhart shall offer Home Seeker one or more housing accommodation(s) of selected Landlords.
- 22.4 In case Home Seeker wishes, Woonhart makelaars can also act as Home Seeker's estate agent. Woonhart shall negotiate with Landlord and/or Landlord's estate agent on behalf of Home Seeker. Woonhart makelaars shall in that case act for Home Seeker exclusively. In such a case the Agency Fee shall be a fixed amount of € 595,- incl. of btw for each housing accommodation.
- 22.5 In case the agency is successful, Woonhart makelaars in many cases arranges a lease agreement, "Check in" inspection report and, where applicable, an inventory, however, this is not part of the obligations of Woonhart makelaars.

#### Article 23 Right of Withdrawal of Home Seeker

- 23.1 After an inspection of housing accommodation Home Seeker shall notify Woonhart makelaars within the time agreed whether he accepts the housing accommodation.

#### Article 24 Lease Agreement between Home Seeker and Landlord

- 24.1 Eventually Landlord determines whether he wishes to enter into a Lease Agreement with Home Seeker.
- 24.2 A Lease Agreement between Home Seeker and Landlord is concluded after the Lease Agreement drawn up for that purpose has been signed by both parties, after Home Seeker has stated, either verbally and/or in writing, that he wishes to lease the housing accommodation subject to the conditions of which he has been informed, and Landlord has approved of Home Seeker as a tenant.
- 24.3 Any Lease Agreement entered into is a Lease Agreement between Home Seeker and Landlord. Woonhart makelaars is no party to said agreement and therefore, is not responsible for any defaults on the part of Landlord.
- 24.4 In case Landlord does not or not properly fulfil his obligations towards Home Seeker as they result from the Lease Agreement, that is a matter between Landlord and Home Seeker. Woonhart makelaars cannot be made liable for that.

#### Article 25 Agency Fee

- 25.1 In case a Lease Agreement is entered into between Home Seeker and Landlord through the agency of Woonhart makelaars, Home Seeker is obliged to pay an Agency Fee to Woonhart makelaars, unless agreed otherwise.
- 25.2 The Agency Fee is equal to the monthly lease exclusive of btw, unless agreed otherwise or in case of a bridging lease, Cf. article 31. In case of a lease inclusive of service costs and/or advances for services and deliveries the agency fee shall be charged on the basis of the entire amount.

#### Article 26 Agency fee after termination of the Agreement between Woonhart and Home Seeker

- 26.1 Home Seeker owes the entire Agency Fee as referred to in article 25.2 in case the Agreement with Landlord is concluded after the Engagement Agreement between Woonhart makelaars and Home Seeker has been terminated (due to notice given or otherwise, but the Agreement with Landlord is concluded as a result of services performed by Woonhart makelaars. In case a Lease Agreement is concluded between Home Seeker and Landlord after the date of termination of this Agreement, said Agreement, save evidence to the contrary to be provided by Home Seeker, is deemed to be concluded through the agency of Woonhart makelaars, and Home Seeker shall owe the entire Fee, unless the law would provide for otherwise.

#### Article 27 Payment

- 27.1 After Home Seeker has accepted housing accommodation, and Landlord has approved of Home Seeker, Home Seeker shall pay the following amounts to Woonhart makelaars:
- the Agency Fee;
  - any agreed contract costs;
  - first monthly lease;
  - the guarantee.
- 27.2 The sum total of the amounts referred to in article 27.1 is shall be debited from Home Seeker's bank account as one single amount by means of a signed payment order, or this fee shall be paid in cash or by means of a bank transfer prior to or no later than the final date of payment stated on the invoice, or prior to or on the commencement date of the Lease Agreement.
- 27.3 The amounts referred to in this article must be paid to Woonhart makelaars by Home Seeker before Home Seeker signs the Lease Agreement.
- 27.4 Woonhart makelaars shall pay the advanced lease and guarantee to Landlord within 10 business days after receipt.

#### Article 28 Key transfer

- 28.1 The key transfer and delivery of the housing accommodation to be leased shall not take place until after the Lease Agreement has been dated and signed in twofold by both Home Seeker and Landlord, and the amounts referred to in article 27.1 have been transferred to Woonhart makelaars.

#### Article 29 Cancellation

- 29.1 PLEASE NOTE! In case Home Seeker has accepted housing accommodation in writing or by email, and Woonhart makelaars has drawn up the Lease Agreement and/or the acceptance form, but Home Seeker cancels the entire matter and does not sign the documents drawn up, Home Seeker shall in any case owe to Woonhart makelaars a cancellation fee in an amount not exceeding 50% of the original Agency Fee owed. Home Seeker is obliged to pay said amount within 48 hours after cancellation, either in cash or by bank transfer.

#### Article 30 Additional Costs

- 30.1 Any costs of extension and/or renewal shall be borne by Home Seeker, unless Woonhart has agreed otherwise with Home Seeker in writing.  
30.2 Costs of extension and/or renewal are € 120,- inclusive of btw.

#### Article 31 Bridging Lease

- 31.1 In case of a bridging lease the Agency Fee shall be € 595,- inclusive of btw, unless agreed otherwise with Home Seeker in writing

#### Article 32 Liability

- 32.1 Woonhart makelaars is not liable for any damage caused to Home Seeker because the housing accommodation leased by Home Seeker is not put at Home Seeker's disposal due to for instance fire or other circumstances for which Woonhart cannot be made responsible. In such a case Woonhart makelaars cannot be obliged to see to alternative housing accommodation.  
32.2 Woonhart makelaars does not guarantee the accuracy of the information provided by Landlord. Woonhart makelaars is therefore not liable in case it appears that Landlord has provided incorrect and/or incomplete information to Home Seeker.  
32.3 Woonhart makelaars is not liable for any damage caused by any acts on the part of Landlord, Home Seeker himself or any third party.  
32.4 Landlord is responsible for the contents of the Lease Agreement which he has entered into with Home Seeker, through the agency of Woonhart makelaars or otherwise. Woonhart cannot be made liable for said contents in any way.  
32.5 In case Home Seeker is eligible for housing accommodation for which a housing permit is required, obtaining said permit shall be the risk and for the account of Home Seeker.  
32.6 Any verbal and/or written statements with regard to any lease of housing accommodation are considered to be made on the basis of the approval given by Landlord. Woonhart makelaars is not responsible for the accuracy thereof. Should it appear afterwards that no approval has been obtained, the lease has not been entered into, and no rights may be derived from statements made by Woonhart makelaars or from advance payments. Any form of liability of Woonhart is herewith excluded.

### **LANDLORDS**

The provisions contained in this section "Landlords" shall, in addition to the general provisions of these General Terms and Conditions, apply in case Woonhart enters into an Agreement with Landlord under which Woonhart makelaars acts as an intermediary for the conclusion of a Lease Agreement between Landlord and a Home Seeker. These provisions shall not affect the provisions concerning specific services as contained in these General Terms and Conditions.

#### Article 33 Conclusion of the Agreement and submitting documentation

- 33.1 Before an Agreement between Landlord and Woonhart makelaars is concluded Landlord is obliged to fully and truthfully complete the form used for that purpose.  
33.2 On entering into the Agreement Landlord shall always provide Woonhart makelaars with copies of the following documentation:  
a. valid identification;  
b. proof of ownership;  
c. ground plans (including all levels) of the housing accommodation. Woonhart makelaars can produce a ground plan of the housing accommodation at an additional fee.

#### Article 34 Sublease

- 34.1 Woonhart makelaars does not act as an intermediary for the sublease of housing accommodation without the written permission of the owner of the housing accommodation concerned.

#### Article 35 Obligations on the part of Landlord

- 35.1 Landlord must be the owner or manager of the housing accommodation.  
35.2 The housing accommodation offered must be in a sound condition, and must be suitable for registration in the municipality concerned by Home Seeker.  
35.3 Landlord guarantees that he is authorized to lease the housing accommodation.  
35.4 Landlord gives Woonhart makelaars the exclusive right to advertise the lease of the housing accommodation on the Pararius website ([www.pararius.nl](http://www.pararius.nl)).  
35.5 Landlord gives Woonhart makelaars the exclusive order to act as an intermediary for the lease of the housing accommodation. Landlord is not permitted to engage any third parties without the approval of Woonhart makelaars.  
35.6 Landlord shall provide Woonhart makelaars in good time with all information and documentation required for the performance of order, and Landlord guarantees the accuracy thereof.  
35.7 Landlord is under the obligation to describe the offered housing accommodation truthfully.  
35.8 In case Woonhart makelaars should be obliged on account of a judgment of a court of law to compensate any damage and/or costs to a third party by virtue of a provision of the Lease Agreement, Landlord shall compensate all this damage and/or costs to Woonhart makelaars. Woonhart makelaars shall in no way be responsible for the provisions contained in the Lease Agreement.

#### Article 36 Services

- 36.1 Woonhart makelaars shall make due effort in order to find a suitable tenant.  
36.2 If desired Landlord can request Woonhart makelaars to regularly inform Landlord of the services performed.  
36.3 The services which Woonhart makelaars will perform for Landlord shall consist and include:  
a. giving advice in the field of rent and lease of housing accommodation;  
b. making photographs, selecting suitable Home Seekers, organising inspections, checking the employment and income information of tenants and, if necessary, drawing up the Lease Agreement and a "Check in" inspection report;  
c. inserting the information of the housing accommodation, for instance on the website of Woonhart makelaars and websites of colleague real estate agents using a similar operating method;  
d. collecting the first monthly lease and guarantee amount from tenant.  
36.4 If desired Landlord can request Woonhart makelaars to perform additional services and/or duties for the purpose of the lease of the housing accommodation. These services and/or duties shall be included into the "order for service with respect to lease".  
36.5 In case the agency is successful, and where necessary, Woonhart makelaars shall see to a Lease Agreement. A "Check in" inspection report and, where necessary, an inventory shall be added to the Lease Agreement. Home Seeker and Landlord undertake to date and sign as approved the above-mentioned inventory and "Check in" inspection report (stating any remarks) at the commencement of the term of the lease.

#### Article 37 Right of Withdrawal of Home Seeker

- 37.1 After the inspection of the housing accommodation Home Seeker has a right of withdrawal of which the duration has been agreed with Woonhart makelaars. Home Seeker is obliged to confirm to Woonhart makelaars during this term whether he accepts the housing accommodation.

#### Article 38 Lease Agreement between Landlord and Home Seeker

- 38.1 Eventually Landlord determines whether he wishes to enter into a Lease Agreement with Home Seeker.

- 38.2 A Lease Agreement between Landlord and Home Seeker is concluded after the Lease Agreement drawn up for that purpose has been signed by both parties, after Home Seeker has stated, either verbally and/or in writing, that he wishes to lease the housing accommodation subject to the conditions of which he has been informed, and Landlord has approved of Home Seeker as a tenant.
- 38.3 Any Lease Agreement entered into is a Lease Agreement between Home Seeker and Landlord. Woonhart makelaars is no party to said agreement and therefore, is not responsible for any defaults on the part of Home Seeker.
- 38.4 In case Home Seeker does not or not properly fulfil his obligations to Landlord as they result from the Lease Agreement, that is a matter between Home Seeker and Landlord. Woonhart makelaars cannot be made liable for that.

Article 39 Agency fee and lease

- 39.1 In case the performance of the Agreement by Woonhart makelaars results in a Lease Agreement, Landlord shall not pay any agency fee, unless Woonhart makelaars and Landlord have agreed otherwise and unless in case of a Bridging Lease, Cf. article 43.
- 39.2 In case movable goods such as furniture, upholstery and inventory are included in the lease or rent, the lease or rent shall also include the lease or rent agreed for these goods.

Article 40 Key transfer

- 40.1 The key transfer and delivery of the housing accommodation to be leased shall not take place until after the Lease Agreement has been dated and signed in twofold by both Home Seeker and Landlord, and Home Seeker has paid any amounts owed to Woonhart makelaars.

Article 41 Payment

- 41.1 Woonhart makelaars shall pay to Landlord the lease and guarantee paid by Home Seeker within 10 business days after receipt, unless agreed otherwise with Landlord in writing.

Article 42 Costs of withdrawal and costs of cancellation

- 42.1 In case Landlord cancels the Agreement before having accepted a Home Seeker as tenant, Landlord shall pay withdrawal costs to Woonhart makelaars. In addition to that Landlord shall pay withdrawal costs to Woonhart makelaars in case Woonhart makelaars rescinds the Agreement on account of a failure in the performance attributable to Landlord. The costs of withdrawal are € 100,- inclusive of btw.
- 42.2 In case Landlord, after acceptance of Home Seeker as a tenant, cancels the Agreement, Landlord shall pay costs of cancellation to Woonhart makelaars prior to the delivery date. These costs of cancellation are 50% of the agency fee. The agency fee is equal to the monthly lease exclusive of btw unless agreed otherwise or unless in case of bridging lease, Cf. article 43. In case of a lease inclusive of service costs and/or advance payments for supplies and services, the agency fee shall be calculated on the basis of the total amount.

Article 43 Bridging Lease

- 43.1 In case of a bridging lease Landlord is obliged to pay an agency fee to Woonhart makelaars. The Agency Fee shall be € 150,- inclusive of btw, unless agreed otherwise with Landlord in writing.
- 43.2 In case of a bridging lease Woonhart makelaars will:
- a. ask Landlord's mortgage provider for approval;
  - b. apply for a permit with the municipality;
  - c. determine the lease.
- 43.3 The initial costs for the services described in article 43.2 are € 120,- inclusive of btw.
- 43.4 In case the agency is successful, Woonhart makelaars shall attach the municipal permit and the approval of the mortgage provider to the Lease Agreement.

Article 44 Liability

- 44.1 Woonhart makelaars does not guarantee the accuracy of the information provided by Home Seeker. Woonhart makelaars is therefore not liable in case it appears that Home Seeker has provided incorrect and/or incomplete information to Landlord.
- 44.2 Landlord is responsible for the contents of the Lease Agreement which he has entered into with a third party, through the agency of Woonhart makelaars or otherwise. Woonhart cannot be made liable for said contents in any way.
- 44.3 Landlord shall indemnify and hold harmless Woonhart makelaars against any claims which may result from and/or be the consequence of any acts and/or omissions of Landlord.
- 44.4 The lease is based upon the market value. Woonhart makelaars cannot be made liable for any legal steps of Home Seeker. The risk thereof is for Landlord.
- 44.5 Woonhart makelaars is not liable for any damage caused by any acts on the part of Home Seeker, Landlord himself or any third party.

Article 45 General Terms and Conditions Woonhart® makelaars

- 45.1 The General Terms and Conditions of Woonhart® makelaars have been registered with the Chamber of Commerce of The Hague under number 27324762.

Article 46 Applicable law

- 46.1 The General Terms and Conditions of Woonhart® makelaars are governed by Dutch law and the Dutch text applies.