



RESIDENCE 32

SERVICED HOUSES & APARTMENTS

General terms and conditions

House rules:

- Follow directions given by Residence32 BV staff at all times.
- It is not allowed to screw, saw or paint in the walls or ceiling of our apartments. Similar construction activities are not allowed either. When repairs are needed, our service mechanic will take care. Please do not repair anything yourselves.
- The apartment must be returned in its original state, including full inventory.
- Deep frying is not allowed.
- The tenant is personally responsible for their own behaviour and the behaviour of their guests.
- Extra guests are not allowed unless agreed to by Residence32 BV during the booking process.
- Weapons and/or drugs are not allowed in our property.
- There is a strict non-smoking policy at Residence32. Smoking is not allowed inside the apartments, backyards, balconies or common areas. There are two designated smoking areas on the property, these are the only places where smoking is allowed.
- It is not allowed to bring pets to Residence32, unless it's a service dog. When bringing a service dog, please note this in your booking.
- Aggressive behaviour, harassment, intimidation and discrimination are not allowed. Neither are criminal activities such as theft.
- The tenant will have to grant Residence32 BV staff access to the apartment for cleaning and service matters.
- Please do not disturb your neighbours. After 10:00PM no loud music or other noise is allowed.

When violating these house rules, Residence32 BV could terminate your rental agreement immediately based on these general terms and conditions. Depending on the situation, Residence32 BV could press charges with the local police. Possible damages are for the costs of the tenant. Residence32 BV is not responsible for theft or loss of personal items.

General and Applicability

1.1 These conditions apply to all offers, tenders and agreements between Residence32 BV and a client to which Residence32 BV has declared these condition applicable, insofar as the parties have not expressly derogated from these conditions in writing.

1.2 In addition, these conditions apply to agreements with Residence32 BV, the performance of which requires Residence32 BV to engage third parties.

1.3 Unless agreed otherwise in writing, the applicability of any purchase or other conditions of the client is expressly excluded.

1.4 The leased property may only be used as described in the booking confirmation, for the definite, agreed (short) period.

1.5 Throughout the term of the agreement, the client must actually use the leased property in a proper manner in accordance with the designated use as indicated in the booking confirmation, and with due observance of the existing restrictive rights and the requirements concerning the use of the leased property set or to be set by the government, the fire department or the utility companies.

1.6 The client expressly declares to be aware of the temporary use/nature of the leased property and agrees in advance to the fact that he must leave or return the used property at the end of the agreed term.

Termination Policy

In the event of (interim) termination of the agreed term by the client, the client will not be entitled to compensation of any kind.

Formation of tenders, offers and agreements

2.1 All offers made by Residence32 BV with regard to the formation of an agreement are free of obligation and subject to availability. In the event that – within a term deemed reasonable based on the circumstances following acceptance by the client – Residence32 BV does not have availability, the relevant agreement will be deemed to not have been formed.

2.2 No rights of any kind can be derived from offers made by Residence32 BV, unless the booking is accepted and confirmed by Residence32 BV.

2.3 Residence32 BV may at all times refuse to enter into an agreement, except in the event that such refusal is solely based on one or more of the grounds referred to in Section 429 c of the Dutch Criminal Code. (discrimination)

2.4 Agreements entered into by intermediaries (companies, organisations, relocators, estate agent, etc.), whether or not on behalf of their relation(s), will be deemed to have been entered into partly at the expense and risk of such intermediaries, unless expressly agreed otherwise in writing.

2.5 Residence32 BV will not owe intermediaries any provisions or fee of any kind, unless expressly agreed otherwise in writing.

2.6 The prices stated in the offer are prices per day, exclusive of VAT, but including other government levies, unless it is stated otherwise.

2.7 All additions to or changes of the agreement must be confirmed in by email by Residence32 BV.

Obligations, nuisance, lost and found objects, waste and no-smoking policy

3.1 Residence32 BV will under no circumstances be liable for loss of any kind suffered by the client, user, resident and/or third parties unless such loss is a direct consequence of intent or gross negligence on the part of Residence32 BV or third parties engaged by Residence32 BV.

3.2 Residence32 BV is not liable for damage to or loss of goods that the client, user, resident and/or third parties bring to the leased property.

3.3 The client and/or third parties that accompany them are jointly and severally liable for all loss that arises or will arise for Residence32 BV and/or any third parties as a direct or indirect consequence of default (attributable failure) and/or wrongful acts – including a breach of the house rules or a failure to abide by the user's instructions – committed by the client, user, resident or those who accompany him (which does not include third parties engaged by Residence32 BV), as well as for all damage caused by any animal and/or any substance and/or any item of which they are the holder or that is under their supervision.

3.4 In principle, the leased property will be at the disposal of the client or the user from check in on the commencement date of the agreement or written confirmation, until check out on the last day of the agreement or confirmation, or as otherwise agreed in writing.

3.5 Check ins are possible during the whole day, provided that the arrival time is communicated at least 48 hours prior.

3.6 If you arrive over 1 hour later than previously communicated, a fee is given. This fee of €45,00 (excl. 6% VAT) is given due to the fact a personal host is booked to take care of the guest's check in at the previously communicated and confirmed check in time. This fee will not be charged in case of a clear flight delay.

3.7 In the event of force majeure or unforeseen circumstances as a result of which the leased property is (temporarily) unavailable, Residence32 BV is obliged to offer the client, user or resident a temporary, comparable accommodation or a replacement of the leased property that was or should have been made available in accordance with the agreement or the written confirmation, which (temporary) alternative must in principle be accepted. In the event that the client, user or resident evidently considers this too inconvenient, he/she will be authorised to terminate the agreement or written confirmation with immediate effect without further expenses, unless otherwise agreed in writing. In the abovementioned cases, Residence32 BV will under no circumstances be liable to compensate any loss of any kind.

3.8 Residence32 BV and the client expressly agree that, if the client repeatedly breaks the house rules, does not abide by the user's instructions, or uses the leased property in such a way or otherwise behaves in such a way that the order and the peace in or around the leased property or the building in which the leased property is situated may be or is disturbed, and/or the normal exploitation thereof may be or is hindered, and he fails to change his behaviour after this has been pointed out to him in writing, this will be considered an attributable failure that justifies termination of the agreement. Upon commencement of the lease, the house rules will be put up or attached to the user's instructions (insofar as these are applicable) in, on or to the leased property, or make these available in writing. The client is obligated to comply with the house rules.

3.9 The client will at all times treat the leased property with due care. If and insofar as there is damage to the leased property, the client must immediately report this to Residence32 BV. In the event of damage to the leased property, Residence32 BV reserves the right to charge the costs of repairs or replacement to the client, following consultation with the client.

3.10 Residence32 BV and all persons appointed by it are authorised to enter the leased property on working days during office hours for cleaning activities, repairs and inspections of the leased property. In the event of emergencies, Residence32 BV is authorised to enter the leased property outside of these hours as well.

3.11 The client is aware of the fact that smoking in the leased property, main areas and backyards is not allowed. It is only allowed to smoke at the designated smoking areas, which will be shown by Residence 32 BV staff. If, after being warned, the client continues to smoke inside the property, Residence32 BV is allowed to impose a fine of €500.00, to be charged for repainting walls and steaming curtains.

3.12 It is not allowed to sublet the rented property entirely or in part, or allow third parties to use it, or to offer the rented property to third parties for rent or use. If the client submits the rented property, Residence32 BV is allowed to terminate the agreement immediately.

3.13 If the client brings extra guests to the leased property, a family rate is handled. This family rate is €10 per day for a couple, and €15 per day for a family. A copy of passport is required for safety measures.

3.14 Residence32 is not responsible for damage caused by wrongful information given by or in name of clients.

Term of fixed-term agreements, termination, registration

4.1 The agreement entered into with Residence32 BV ends by operation of law on the agreed date as indicated in the agreement, without a prior notice being required.

4.2 The client is aware of and automatically agrees to the fact that, on the agreed date, the leased property must be delivered and/or returned in the state in which the client originally received it.

4.3 It is not allowed to make the leased property your main residence and register at the municipality without written and signed permission from Residence32 BV. Residence32 BV has the authorisation to deregister the client at the municipality if registration takes place without permission.

Extensions, cancellations, no shows

5.1 Confirmed services to be provided must be cancelled no later than 3 days before the commencement date of the lease in order to prevent cancellation costs. The cancellation costs are equal to 7 days rent. Residence32 BV will make every effort to re-lease the property, as a result of which the cancellation costs involved for the client may be reduced.

5.2 In the event of a no show, the client is liable to pay the rent of the entire lease period, to a maximum of 30 day's rent.

5.3 Extensions of the lease period must be requested in writing and are only valid if they have been confirmed in writing by Residence32 BV. Extensions take place on the basis of availability. Alternative arrangements may apply in some cases. The client is aware of this and agrees that no rights whatsoever can be derived from a requested extension. Requests for extensions must be made at least 5 days prior to the end of the lease period.

5.4 Options on a reservation will remain in place for a maximum of 7 days, after which they will be deleted without notice, unless they are confirmed in writing and concerted into a booking confirmation.

Payment

6.1 Payments must be made before checking in to the leased apartment, in the manner indicated by Residence32 BV and in the invoiced currency. When paying by any kind of credit card, card details must be provided to Residence32 BV at least 5 days before the commencement date.

6.2 The client will owe payment in respect of invoices from the moment they are presented to him. This includes invoices regarding cancellations, no-shows and damages.

6.3 In the event that the client fails to pay in a timely matter, he will be in default without any notice of default being required. If the client is in default, he must compensate Residence32 BV for all the costs, both legal and extrajudicial, involved in the collection. In addition to that, a client in default will owe an amount in interest that is equal to the statutory interest.

6.4 In the event that the client does not pay at all, Residence32 BV is authorised to terminate the agreement immediately. The client will not receive compensation when termination occurs due to lack of payment.

Lost and found objects

7.1 Items that are left behind by third parties must be brought to a member of Residence32 BV staff.

7.2 Items that are not claimed within 30 days, will become property of Residence32 BV.

7.3 Residence32 BV is not obliged to send any items left behind by third parties. If Residence32 BV sends the items to their rightful owner, the costs and risks are for the personal account of the client.

Indemnification

The client indemnifies Residence32 BV against any claims from third parties that suffer a loss in connection with the performance of the agreement, the cause of which can be attributed to parties other than Residence32 BV.

Intellectual property

Residence32 BV reserves the rights and authorities vested in it under the Dutch Copyright Act (Auteurswet) and other intellectual property laws and regulations.

Dutch Personal Data Protection Act

Residence32 BV processes personal details in connection with its services. These details are processed with due observance of the Dutch Personal Protection Act (Wet Bescherming Persoonsgegevens). The privacy of all clients is respected, and Residence32 BV ensures that the personal details provided to us are treated confidentially. Personal details will not be sold to third parties, and will only be made available to third parties if this is essential to the provision of the offered service.

Source of conditions and changes

These conditions have been filed with the Chamber of Commerce in Eindhoven. The most recently filed version or the version that applied at the time of the legal relationship with Residence32 BV was entered into will apply.

Residence32 BV is allowed to change or add to the General Terms and Conditions at all times.



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I hereby confirm to have read and agreed to all 5 pages of the terms and conditions.

Place: _____

Date: _____

Full Name: _____

Signature: _____