

## **General Conditions for Rental and Guest Accommodation**

Considering:

- During the period specified in the rental agreement the tenant is attached to Leiden University or another institution in the region (either staff or student).
- The accommodation is specifically intended for the housing of guests of Leiden University and the Lessor wishes to continue using the premises as residential accommodation for these guest in the future.
- The tenant does not have the intention to establish himself for a longer period in the guest accommodation.
- After the period specified in the rental agreement, the Tenant will vacate and leave the premises in the same condition as he took them on arrival.
- The Lessor is willing to make residential accommodation available to the Tenant during this period by way of housing facilities.
- The main residence of the Tenant shall remain in his home country for the period of the rental agreement.

### **Article 1. Use of rented premises**

- 1.1 The above statements must be deemed repeated and incorporated herein.

### **Article 2. Duration and notice of termination**

- 2.1 The rental agreement is concluded for a specified period of time on the explicit condition that the Tenant shall vacate the premises at the end of such period.
- 2.2 The Tenancy agreement ends on the agreed termination date at 10.00 AM.
- 2.3 It is not possible to end the tenancy agreement by giving notice prematurely by giving notice of termination. The Tenant is obliged to pay the rent until the end of the rental agreement.
- 2.4 In derogation of the provisions in 2.1-2.3, a premature termination of this rental agreement is possible if:
- The Tenant does not pay the rent on time;
  - This agreement is set aside by the Court;
  - The Tenant misbehaves according to the General Conditions;
  - A replacement Tenant has been found to take over the rental agreement.
- 2.5 Termination referred to in the previous paragraph should take place by bailiff's notification or registered letter.
- 2.6 A replacement Tenant (as mentioned in paragraph 2.4) cannot already be renting accommodation through Leiden University. If the replacement Tenant does not sign the rental agreement, or this person is not accepted by the Lessor, the Tenant will be responsible for the rental payment of the accommodation, until the end of the lease.
- 2.7 If the accommodation is shared and one of the Tenants decides to leave the accommodation before the end of the lease, due to problems/misbehaviour according to the General Conditions, the remaining Tenant will be solely responsible for the rent of the accommodation.
- 2.8 Extension of the rental agreement is only possible with written approval of Lessor and when no other reservation is made. The maximum rental period is one year. After one year, it will not be possible for the Tenant to extend this period. In case of extension, a written notice shall be delivered to the Lessor. Two months notice shall apply. The deadlines for extension are June 1<sup>st</sup> and November 15<sup>th</sup>.
- 2.9 Switching accommodation is possible, however subject to approval of Lessor and is dependend on availability. A written request shall be delivered to the Lessor. The deadlines for submitting a request are June 1<sup>st</sup> and November 15<sup>th</sup>. A moving fee will apply.

### **Article 3. Availability and acceptance of the premises**

- 3.1 The Lessor will make the premises available to the Tenant on the first working day from 2.00 PM, counted from the commencement date of the rental agreement. The Lessor shall insure that the accommodation is in good condition and that all facilities and equipment function correctly. If the working day does not correspond with the commencement date of the rental agreement, the Tenant shall nonetheless be required to settle the accommodation rent from the commencement date of the agreement.
- 3.2 On commencement of the rental agreement, the Tenant shall check the state of the inventory/furniture.
- 3.3 The premises are assumed to be in good state of repair, without visible faults and all facilities and equipment are deemed to be in good working order unless the Tenant informs the Lessor of any such discovered defect(s) in writing, within two working days of receiving the key of the accommodation.
- 3.4 Lessor is obliged to resolve - within a reasonable period of time - any deficiencies or defects as referred to in paragraph 3.3.

### **Article 4. General obligations of Lessor**

- 4.1 Lessor shall be obliged to maintain the premises in a good state of repair and to carry out any necessary repairs and maintenance insofar as such work is not for account of the Tenant by Dutch law, under the terms of these General Conditions, or according to common uses.

### **Article 5. Liability**

- 5.1 The Tenant shall be liable for any damage caused to the premises during the period of the rental agreement which can be attributed to any negligence or failure to fulfill any obligation in the rental agreement on his/her part. All damage, except fire damage, is assumed to have been caused in such a way.

- 5.2 The Tenant is held responsible to the Lessor for the behaviour and actions of any person who uses the premises with his/her approval or finds himself/herself on the premises with his/her approval in the same way as would apply to his/her own behaviour and actions.
- 5.3 With regards to the communal areas and also with regards to the facilities and the equipment contained therein, the Tenant shall be held jointly and severally liable, along with the other members of the guest accommodation, for all damage which occurs during the period of the rental agreement.

#### **Article 6. General obligations of Tenant**

- 6.1 The Tenant commits himself/herself to use and maintain the premises as a good Tenant. The Tenant is not allowed to cause nuisances or inconvenience in any way.
- 6.2 The Tenant should settle the agreed price for the rental of the premises in full and in advance by transferring the amount due by standing order. The Tenant shall not have recourse to objection based on that comparison.
- 6.3 The Tenant himself/herself shall reside in the rental accommodation throughout the rental period and this shall be his main residence in the Netherlands during this period. He/she will use the accommodation including all (communal) facilities and equipment in accordance with the intentions stated and shall not make any changes to this.
- 6.4 The Tenant is not allowed to sublet the accommodation.
- 6.5 The Tenant will not place any type of extra facilities or equipment (as washing machine, fridge, freezer and so on) into the rented accommodation or the communal areas. In case the Tenant does place any type of extra facilities or equipment into the accommodation, the Lessor will remove the items at the cost of the Tenant.
- 6.6 The Tenant is not allowed to have pets.
- 6.7 With a view to monitoring Tenant's compliance with his/her obligations ensuing from these General Conditions the Tenant shall enable the Lessor to enter the premises following a request to this end. The Lessor shall be taken to include any person appointed by or on behalf of the Lessor.
- 6.8 It is not possible for the Tenant to have guests to stay for more than 2 nights in his/her room without written approval of the Lessor.
- 6.9 The Tenant is obliged to observe all regulations made by local authorities in respect of residential buildings.
- 6.10 The Tenant is not allowed to smoke in the rented accommodation when the accommodation is shared with another tenant.
- 6.11 The Tenant is obliged to keep the room clean and undamaged. With a view to monitoring the overall state of the accommodation the Tenant shall enable the Lessor to enter the premises following a request to check the room. The Lessor shall be taken to include any person appointed by or on behalf of the Lessor.

#### **Article 7. Vacation of premises at the end of rental period**

- 7.1 At the end of the rental agreement the Tenant shall be obliged to vacate the rented accommodation and return the keys. The accommodation and all facilities, equipment and the inventory must be left completely empty and clean and in the same (good) condition as at the commencement of the rental period, with the exception of normal wear and tear, which is for the account of the Lessor.
- 7.2 The caretaker of the building shall inspect the accommodation prior to the end of the rental period. The Tenant shall facilitate such an inspection and make an appointment with the caretaker a few days before leaving, to be scheduled for the day of check-out (during office hours). If the Tenant leaves outside office hours, the inspection shall take place on the first working day after departure. Both parties receive a copy of the inspection report(s).
- 7.3 If the Tenant has not fulfilled any obligation to repair or clear the premises, or rectify any unauthorized alterations made, the Lessor shall be entitled to carry out or have all necessary work to this end carried out for the account of the Tenant. The Tenant accepts this liability to settle such costs now or in the future. Any damage arising from negligence on the part of the Tenant shall also be for his/her account.
- 7.4 Any property left in the accommodation at the end of the rental period passes to the Lessor and will be removed for the account of the Tenant.

#### **Article 8. Default by the Tenant**

- 8.1 If the Tenant remains in default of any obligation arising from the law and/or the rental agreement, and the Lessor has to take legal or other measures in or out of court, all related costs are for the account of the Tenant.
- 8.2 Any costs incurred by Lessor for the account of the Tenant in connection with out-of-court collection costs arising from this article shall become payable at the moment the Lessor transfers the debt to a collection agency. Collection costs add 15% to the original debts plus VAT at the current applicable rate.

#### **Article 9. Deposit**

- 9.1 The Tenant must leave a deposit upon commencement of the rental agreement. The deposit for the accommodation is 500 euro. This deposit shall serve as an additional guarantee that the Tenant will fulfill the obligations ensuing from this rental agreement.
- 9.2 Unless the Tenant is in default of any obligations ensuing from this rental agreement, restitution of the deposit shall be effected within 30 days after the Tenant has applied for it. To receive a refund of the deposit the inspection report mentioned in Article 7, paragraph 7.2, must be presented to the Lessor. After presentation of this report the Lessor will transfer the deposit to the Tenant's bank account (bank charges are for the account of the Tenant). Any amounts owing to the Lessor shall be deducted from the amount repayable.
- 9.3 The deposit can never be used by the Tenant as a payment for the rent.